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Title: **Fontana Unified School District (Teachers, Counselors Agreement) and Fontana Teachers Association, California Teachers Association (CTA), National Education Association (NEA), (2001)**

K#: **800279**

Location: **CA Fontana**

Employer Name: **Fontana Unified School District (Teachers, Counselors Agreement)**

Union: **Fontana Teachers Association, California Teachers Association (CTA), National Education Association (NEA)**

Local:

SIC: **8211**

NAICS: **611110**

Sector: **L**

Number of Workers: **1200**

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ARTICLE 1
AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Fontana Unified School District (“District”) and the Fontana Teachers Association/CTA/NEA (“Association”), an employee organization.

1.2 Any use of gender in this Agreement shall be interpreted as referring to either male or female as applicable and shall not serve as a limitation on the basis of sex.

1.3 The terms, “employee,” “employees,” “unit member” and “Association member” shall be synonymous with “bargaining unit member.”

1.4 The terms “employer” and “District” shall be synonymous with the “Fontana Unified School District.”

ARTICLE 2
RECOGNITION

2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of certificated employees recognized by the District at the Board meeting of November 3, 1976.

2.2 The certificated representation unit is comprised of the following positions – all certificated positions not included are excluded:

Classroom Teachers (Contract)

Counselors

Nurses

Program Managers/Specialist

Librarians

District Resource Teachers

Child Development Teachers (Special Projects)

Adult Education Teachers

Specialists (Speech Therapists, Traveling Music Teachers, Special Education Teachers, Reading Teachers, Permit Teachers)

Summer School Teachers

Intern Teachers

ROTC Instructors

Pre-School Teachers

2.3 The unit shall exclude all certificated management, supervisory and confidential employees.

ARTICLE 3
NON-DISCRIMINATION

3.1 Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, color, religious creed, marital status, age, sex, sexual orientation, national origin or physical handicap (as provided by State and Federal law), nor on the basis of membership or lack of membership in an employee organization, nor participation in lawful employee organization activities, or refraining from participating in employee organization activities.

ARTICLE 4
DISTRICT RIGHTS

4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

4.2 Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; to contract out work; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure or energy crisis; hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

4.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

4.4 Nothing in the Article is intended to limit, undermine or waive the Association's rights to meet and negotiate concerning matters within the scope of representation.

4.5 Nothing in this Article is intended to limit, undermine, or waive the Association's right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 Subject to reasonable rules and regulations, the Association and its officers shall have the right to use school buildings and facilities for Association activities only outside established work hours except: (a) when an authorized Association representative secures advance permission from the Superintendent, or designee, for use of school facilities within established work hours, (b) when Association activities do not interfere with the school program or duties of unit members, and (c) when Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.

5.2 Designated representatives of the Association shall be allowed to visit schools to conduct Association business, provided upon arrival at any school, such representative shall make his presence known to the Principal, or designee. In no event shall such representative interfere with the instructional program of the school.

5.3 The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.

5.4 The Association shall have the right to post notices with an appropriate Association identification regarding activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by unit members. The Association may use the District mail service and mailboxes for communications to unit members. Copies of all Association material posted or distributed for general Association information shall be mailed to the Superintendent, in a specially designated envelope indicating immediate delivery to the Superintendent, at the time the information is posted and/or distributed.

5.5 The Association will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by the District.

5.6 Provision will be made for Association announcements at the conclusion of each faculty meeting.

1 5.7 Names, addresses and telephone numbers of all unit members shall be provided to
2 the Association, without cost, no later than November 1 of each school year. This requirement
3 shall not apply for employees who have requested that their addresses and/or telephone numbers
4 not be released.

5 5.8 The District shall furnish the Association, upon request, all information necessary
6 and relevant for the Association to fulfill its responsibilities in connection with the negotiations
7 and maintenance of the Collective Bargaining Agreement. Such information shall be provided
8 within a reasonable time following the request.

9 5.9 The Association shall be provided one (1) hour on the District orientation agenda to
10 conduct an Association orientation meeting.

11 5.10 The Association shall have the right to eighty (80) days annually of Association
12 leave for Association representation. The Association shall reimburse the District at the District-
13 incurred substitute cost for each day of Association leave expended and not reimbursed by the
14 California State Board of Control. No one (1) Association representative shall be permitted to use
15 more than twenty (20) days of Association leave in connection with this article.

16 5.11 The Association President shall be released from his/her regular duties in the
17 District. The District shall pay the president the same salary and fringe benefits he/she would
18 have received without loss of seniority or other rights and benefits. The District shall return the
19 president to the same position, if available, or an equivalent position at the completion of his/her
20 term in office.

21 5.12 While serving in the capacity of Association President, the individual remains an
22 employee of the District and is under the direction of the Superintendent or his/her designee,
23 except when performing Association duties.

24 5.13 The Association recognizes the obligation to keep detailed records for the purpose
25 of the District obtaining reimbursement for such Association activities as collective bargaining
26 and grievance processing through the State Board of Control.

1 5.14 The base salary for the Association President will be determined by the president's
2 appropriate placement on the teacher's salary schedule for a work year equal to that contracted
3 prior to his/her election as President. The Association will submit a written request annually
4 identifying the amount of additional salary which the president should receive for additional work
5 days/hours beyond the normal contract work year. The Association will reimburse the district on
6 a quarterly basis all costs for salary, employer retirement contribution and statutorily retired
7 contributions related to salary for the amount, which exceeds the base salary. The annual and
8 monthly salary received by the Association President will be based on the combined total of the
9 base salary and the additional duties salary as requested by the Association.

10 In addition, the Association President will receive the same health and welfare
11 benefits district contribution received by other full-time bargaining unit members.

12 5.15 The Association Vice President shall be released one third of the normal work day
13 from his/her duties in the district. The district shall pay the Vice President the base salary, as
14 determined by appropriate placement on the teacher's salary schedule for a work year equal to that
15 contracted prior to his/her election as Vice President. The Association will reimburse the district
16 on a quarterly basis that portion of the base salary, health and welfare benefits, employer
17 retirement contributions, and statutorily retired contributions commensurate with the amount of
18 time released for Association duties.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 DEFINITIONS

6.1.1 Individual Grievance – An individual grievance is a formal written allegation by the Association or a unit member that he/she has been adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement.

6.1.2 Class Grievance – A class grievance is a formal written allegation signed by more than one (1) unit member who has been personally and adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement. Though all grievants included must be identified, the grievance process may be carried out by one (1) grievant on behalf of the whole group.

6.1.3 When a class grievance is declared by the Association, the resolution (relief sought) shall be applicable to all affected unit members.

6.1.4 Days – Days are working days during which the unit member is required to be in attendance.

6.2 PROCEDURE

6.2.1 This procedure must be initiated within twenty (20) days following the act or occurrence upon which the alleged grievance is based or within twenty (20) days of the date the unit members should reasonably have known of the act or occurrence. If the act or occurrence upon which the alleged grievance is based occurs less than twenty (20) days prior to the end of the unit member's work year, it is the intent of the parties to this agreement that initiation and processing of the grievance shall proceed without interruption for summer recess, except where one of the involved parties is unavailable.

6.2.2 Informal Level – Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with his immediate supervisor.

6.2.3 Step 1 – If the matter is not resolved at the informal conference, the grievant may, within five (5) days following the informal conference, present his/her grievance in writing to the administrator with immediate administrative responsibility for the position to which the unit member is assigned. The administrator will answer the grievance in writing within fifteen (15) working days after receipt of the grievance form.

6.2.4 Step 2 – In the event the grievance has not been satisfactorily settled at Step 1, the grievant may appeal the decision on the form provided by the District to the Superintendent, or designee, within five (5) working days after receiving the response in Step 1. The Superintendent, or designee, will attempt, within five (5) working days; but no later than ten (10) working days after receipt of the grievance form, to communicate his/her decision in writing. In the event that the Superintendent, or designee, or the grievant requests a conference, the five (5) or ten (10) day period will run from the completion of the conference. If the grievance is resolved, or if the grievant does not wish to take further steps, the case is closed.

6.2.5 Step 3 – In the event the grievance has not been satisfactorily settled at Step 2, the unit member may appeal the decision to the Board of Education within ten (10) working days after receiving the response in Step 2. The Board shall consider the grievance and render a decision within ten (10) working days after its first regular meeting following official receipt of the grievance. The Board will, upon request by the grievant, conduct an informal hearing in closed executive session or, if not requested, render a decision based upon a review of written documents developed in Steps 1 and 2 of the Grievance Procedure. Grievances may be considered by the Board of Education, as a whole, or by a committee of the Board, as determined by the Board.

6.2.6 Step 4 – If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within the applicable time limits, the Association may, within ten (10) working days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, elect to submit the grievance to arbitration. In the event the parties are unable to mutually agree upon an arbitrator, they shall request a panel of

seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last name shall be selected as the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, his reasoning, conclusions and decisions. The arbitrator's authority shall be limited to deciding the issue submitted by the parties, and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement. Should the arbitrator determine that time limits were exceeded, the arbitrator shall not have the authority to hear the grievance(s) without mutual agreement of the parties.

6.2.6.1 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, transcript and the cost of any hearing room, will be borne equally by the District and Association. All other costs will be borne by the party incurring them. The decision of the arbitrator shall be final and binding upon the parties.

6.3 MISCELLANEOUS

6.3.1 A unit member may be represented at all stages of the Grievance Procedure by himself/herself and, at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6.3.2 Decisions rendered at Steps 1 and 2 of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each step shall begin the day following receipt of written decision by parties in interest.

6.3.3 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her Principal or immediate supervisor by the President of the Association, be granted release time without loss of

1 pay in order to permit participation in such meetings or hearings. Witnesses will be accorded the
2 same right.

3 6.3.4 All documents, communications, and records dealing with the processing of
4 grievance will be filed in a separate grievance file. Site grievance files will not be retained for nor
5 transferred to successor site administrators, except that nothing contained in this provision shall
6 prohibit any administrator from retaining in his/her possession any document of which he/she is
7 the maker.

8 6.3.5 Forms for filing grievances, serving notices, making appeals, making reports and
9 recommendations, and other necessary documents will be prepared jointly by the Superintendent,
10 or designee, and the Association so as to facilitate operation of the Grievance Procedure. The
11 costs of preparing such forms shall be borne by the District. For the protection of the unit member
12 and the District, all grievance proceedings shall be kept confidential, as may be appropriate, at all
13 levels of the procedure.

14 6.3.6 The time limits specified in these procedures may be reduced or extended in any
15 specific instance by a written agreement of the parties involved.

16 6.3.7 If a grievance arises from the action of an authority above the Principal level, the
17 unit member may present his grievance at the appropriate step.

18 6.3.8 If any step of the grievance procedure is not followed by the administrator handling
19 it, the grievance automatically proceeds to the next step. Failure by the grievant to meet time
20 limits specified herein shall constitute a waiver of the grievance.

21 6.3.9 The District shall not impose or threaten to impose reprisals on bargaining unit
22 members because of their participation in a grievance proceeding.

ARTICLE 7
NO STRIKE CLAUSE

7.1 It is agreed and understood that the Association will not call, participate in or support a strike during the term of this Agreement.

7.2 It is understood that in the event the Association, its officers or agents violate this Article, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from the Association.

7.3 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law, illegal notwithstanding this Article.

7.4 This clause shall not be in effect during any period of reopening of negotiations.

ARTICLE 8
TRANSFER OF CERTIFICATED PERSONNEL

8.1 DEFINITIONS

8.1.1 “Assignment” shall mean the initial placement in a specific work site and department/grade level(s)/track in the District by the administration.

8.1.2 “Reassignment” shall mean the change from one (1) instructional department/grade level/track to another at the same work location.

8.1.3 A transfer is the movement of a bargaining unit member from one (1) school site or facility to another school site or facility.

8.1.4 A voluntary transfer is initiated by a bargaining unit member.

8.1.5 An involuntary transfer is initiated by the Superintendent, or designee.

8.1.6 An administrative transfer is initiated by the Superintendent upon a finding as delineated in section 8.13.

8.2 POSTINGS

Prior to the posting of a vacancy of an opening at a site during the school year, first consideration shall be given to unit members at the site who desire a change in grade, track, or subject area. If not filled by this method, the District shall post the vacancy with site, subject or grade level (subject to change) for a minimum of five (5) days at locations where members of the bargaining unit work. The District may simultaneously recruit for the vacancy from any other source. In the best interest of students and learning, whether this is a reassignment or transfer, teachers may be required to delay movement to the new position until an appropriate replacement has been found or until the school year has ended, whichever comes first. The District will make every effort to find an appropriate replacement. In cases of transfer, the person selected will be in accordance with Article 8.7.

1 8.3 CRITERIA FOR VOLUNTARY REASSIGNMENT

2 8.3.1 Consideration of requests for voluntary reassignment shall be made on the
3 following basis:

4 8.3.1.1 Applicant has the proper credentialing for the position.

5 8.3.1.2 Eligibility for reassignment pursuant to 8.11.3.1.

6 8.3.1.3 Legitimate, education related purposes.

7 8.4 PROCEDURE FOR VOLUNTARY REASSIGNMENT

8 8.4.1 Any bargaining unit member who wishes to request a reassignment to a vacancy
9 shall submit a written request to the Principal within the site posting period as per Article 8.2.

10 8.4.2 The principal shall notify in writing all reassignment applicants of their disposition
11 as soon as administratively practical.

12 8.5 CRITERIA FOR INVOLUNTARY REASSIGNMENT

13 8.5.1 Principals shall reassign bargaining unit members for the following reasons:

14 8.5.1.1 To accommodate shifts of the student population.

15 8.5.1.2 To provide for increasing and decreasing enrollment.

16 8.5.1.3 To implement plans for efficient use of classroom facilities.

17 8.5.1.4 To accomplish legitimate educationally-related purposes.

18 8.5.1.5 Involuntary reassignments shall not be done for punitive, arbitrary or capricious
19 reasons.

20 8.5.2 Before a principal determines that a position will be filled by an involuntary
21 reassignment, he/she will consider volunteers among those members of the staff at the site who are
22 qualified.

23 8.6 PROCEDURES FOR INVOLUNTARY REASSIGNMENT

24 8.6.1 When reassigning a bargaining unit member, the principal shall:

25 8.6.1.1 Offer to conference with the respective teacher as soon as possible prior to the
26 reassignment.

8.6.1.2 Provide, upon request, the reasons for reassignment in writing.

8.6.1.3 Provide notice of any involuntary reassignment to the teacher as soon as practical.

8.6.1.4 When involuntary reassignment occurs during the school year, provide the bargaining unit member with one day of release time (or the equivalent in additional duty hours compensated at certificated hourly rate) if the teacher has not taught the subject/grade within the last year and two days release time (or equivalent in additional duty hours at certificated hourly rate) if the teacher has not taught the subject or grade within the last two years or if the reassignment involves a classroom relocation of at least 50% of the teaching assignment.

8.7 CRITERIA FOR VOLUNTARY TRANSFER

8.7.1 In all cases of voluntary transfer, seniority shall be the controlling factor after the following criteria have been met:

8.7.1.1 Such applicant has proper credentialing for the position.

8.7.1.2 Such applicant shall have an overall “satisfactory” or “developing” evaluation on his/her most recent evaluation in that he/she is recommended for re-employment and does not have such serious deficiencies in performance such that the District is providing a continuing program of positive assistance.

8.7.1.3 Such applicant is qualified to teach students pursuant to the program requirements of the position.

8.7.1.4 The bargaining unit member has not exercised his/her voluntary transfer rights within the past year. Normally, bargaining unit members will not be permitted to transfer voluntarily more than once in each school year. Exceptions to this rule shall be allowed upon mutual agreement of the District and the unit member.

8.7.2 When the applicant for voluntary transfer does not have permanent status, such applicant shall be notified in writing on the transfer request form that such a transfer may complicate the applicant’s effort to attain permanent status.

1 8.8 PROCEDURE FOR VOLUNTARY TRANSFER

2 8.8.1 Any bargaining unit member who wishes to request a transfer to a posted vacancy
3 shall submit a written request to the Personnel Services Office within the period specified in the
4 posting. Requests for transfer are subject to the following procedures:

5 8.8.1.1 Submission of a transfer request for the following school year on appropriate
6 District forms shall be accomplished prior to March 1 for the Continuous School Program and
7 May 15 for the traditional school year. Properly filed transfer requests shall receive careful
8 consideration and shall remain on file for four (4) months from the above dates.

9 8.8.1.2 The Personnel Services office shall notify those bargaining unit members who have
10 requested a transfer and hold the valid California Credential that is required by the respective
11 vacancy. The notice shall include a statement indicating that such unit members may request an
12 interview. The immediate supervisor of the vacant position and other appropriate personnel shall
13 interview any of the five (5) eligible transfer applicants who either request an interview or have
14 been selected by the Personnel Services Office for an interview.

15 8.8.1.3 The Personnel Services Office shall notify in writing all transfer applicants of their
16 disposition as soon after the completion of interviews as administratively practical. Unit members
17 interviewed but not selected may request specific reason for denial of transfer. Such reasons shall
18 be given in writing.

19 8.9 CRITERIA FOR INVOLUNTARY TRANSFER

20 8.9.1 The District shall involuntarily transfer bargaining unit members only for the
21 following reason:

22 8.9.1.1 To accommodate the geographical shifts of the student population.

23 8.9.1.2 To provide for increasing and decreasing enrollment.

24 8.9.1.3 To accommodate the opening and closing of schools.

25 8.9.2 If a position is filled by involuntary transfer, the qualified member with the least
26 District seniority shall be selected.

8.9.3 Before the District determines that a position will be filled by an involuntary transfer, it will seek volunteers among those members of the staff at the site who are qualified.

8.9.4 The selection of the bargaining unit member to be transferred shall be based upon the needs of the instructional program.

8.9.5 Involuntary transfers shall not be punitive or capriciously undertaken.

8.9.6 PROCEDURES FOR INVOLUNTARY TRANSFERS INVOLVING SHARED CONTRACTS

A Shared Contract Team's seniority will be based on the District seniority of the least senior partner. If it becomes necessary that the Team assignment would be the assignment involuntarily transferred, the Shared Contract Team will be transferred to another site or the Team will have the option of dissolving the shared contract and both returning to full-time employment. This will only be possible when there are two (2) positions available in the District and the staff having to be moved are qualified to teach in the positions available.

8.10 PROCEDURES FOR INVOLUNTARY TRANSFER

8.10.1 When transferring a bargaining unit member, the District shall:

8.10.1.1 Provide notice of any involuntary transfer to the teacher as soon as practical and conference with the respective teacher not less than five (5) working days prior to the transfer.

8.10.1.2 Provide, upon request, the reasons for the transfer in writing.

8.10.1.3 Prevent vacancies from being filled by means of an involuntary transfer if there is a request on file by a bargaining unit member that meets all of the criteria for voluntary transfer.

8.10.1.4 Provide the bargaining unit member with two (2) days release time to set up the new class in the event a teacher is transferred involuntarily during the school year.

8.10.1.5 Provide transportation of instructional materials from the old site to the new site when an involuntary transfer occurs.

1 8.11 CONTINUOUS SCHOOL PROGRAMS (CSP)

2 8.11.1 Bargaining unit member participation in the Continuous School Program shall be
3 determined by the District on a site-by-site basis for the purpose of meeting the overall needs of
4 the District.

5 8.11.2 Assignments of teachers in the Continuous School Program shall be made on the
6 following basis:

7 8.11.2.1 Bargaining unit members working at sites designated for CSP shall be given the
8 right to remain at the site.

9 8.11.2.2 Bargaining unit members volunteering for vacancies in CSP shall be considered in
10 accordance with the provisions of voluntary transfer.

11 8.11.2.3 Any bargaining unit member transferring in to or out of the Continuous School
12 Program during the initial year shall be provided assistance from the District with the moving of
13 instructional materials.

14 8.11.2.4 Any bargaining unit member who requests a transfer from a CSP site at the
15 conclusion of the first year of the program shall be given first consideration in filling vacancies.

16 8.11.2.5 Bargaining unit members seeking transfer from a designated Continuous School
17 Program site shall submit a written request for transfer no later than March 1 of the year in which
18 the program is to commence.

19 8.11.2.6 Initial track assignments in the Continuous School Program shall be made by the
20 Principal using the following priorities:

21 8.11.2.6.1 Seniority at the school site level.

22 8.11.2.6.2 Seniority at the grade level or subject matter level.

23 8.11.2.6.3 Seniority within the District.

24 8.11.2.7 Bargaining unit members requesting a change in track assignments at the same
25 grade level or in the same subject matter area shall make such written requests to the Principal of

their school no later than February 1 of the current school year. These requests will be treated in accordance with the following priorities:

8.11.2.7.1 Seniority at the school site level.

8.11.2.7.2 Seniority at the grade level or subject matter level.

8.11.2.7.3 Seniority within the District.

8.11.3 TRACK OPENINGS DURING THE YEAR

8.11.3.1 Bargaining unit members may request a track change to fill the posted vacancy if said vacancy is at the same grade level/subject matter. These requests will be treated in accordance with the following priorities.

a. Seniority at the school site level.

b. Seniority at the grade level or subject matter.

c. Seniority within the District.

8.11.3.2 Bargaining unit members may request a track change to the posted vacancy and ask that the change not take effect until the beginning of the following school year. If this occurs, the unit member hired to fill the position will be notified at the time of hiring that he/she will have a track change at the beginning of the following school year.

8.11.3.3 Bargaining unit members may request a track change as well as a grade level reassignment. The grade level reassignment must be approved by the site administrator. The track change will be treated in accordance with the before mentioned seniorities.

8.11.3.4 The above options do not eliminate other bargaining unit members' rights to request a track change by February 1 or to request voluntary transfers in accordance with other sections of this Article.

8.12 NOTICE OF ASSIGNMENT

All Bargaining Unit Members shall be notified of their assignment for the following year at least two (2) weeks prior to the end of their current work year, realizing, however, that circumstances may necessitate a change in assignment.

1 8.13 ADMINISTRATIVE TRANSFER

2 8.13.1 A unit member may be administratively transferred when the Superintendent has
3 determined that one of the following causes exists for the transfer:

4 8.13.1.1 Circumstances establishing just cause for transfer as an intervention to remedy a
5 situation negatively impacting the school or the educational program.

6 8.13.1.2 To ensure the safe, orderly and efficient operation of the school or district.

7 8.13.1.3 Failure to transfer the employee may jeopardize the safety and welfare of the
8 employee and or students and other staff.

9 8.13.1.4 Performance evaluations indicate that the employee is unable or unwilling to meet
10 the needs of students in the current assignment.

11 8.13.2 The Superintendent shall have the authority to limit the total number of transfers to
12 any newly opened school or program to no more than 15% of the faculty of any school of origin.

13 8.13.3 Administrative transfers shall not be made for arbitrary, capricious or unlawfully
14 discriminatory reasons.

15 8.13.4 Transfer under section 8.13 shall be considered non-prejudicial and records of the
16 transfer action or decision will not be considered to be documentation of discipline for purposes of
17 Article 30 (Just Cause.)

18 8.14 HIRING FROM OUTSIDE THE DISTRICT

19 8.14.1 Nothing contained herein shall be deemed to impair the District's right to hire from
20 outside the District.

ARTICLE 9
EVALUATIONS

9.1 The basic purpose of the evaluation process is to establish the premise of continuous improvement, to promote personal accountability, to encourage professional development, and to provide for due process. Within this context, evaluation is a cooperative and continuous process aimed at improving and maintaining quality educational programs, while serving as an essential component in the professional development of certificated personnel.

GOALS AND OBJECTIVES

9.2 For each year in which the bargaining unit member is to be evaluated, and not later than the end of the 4th school week, each administrator will meet individually with the unit members of his/her staff to set up goals and objectives for the school year.

9.2.1 For the 2001/2002 school year bargaining unit members (other than first year employees or those lacking 75% service in the first year of employment) may select either the evaluation document at Appendix F and the goals and objectives document at Appendix G or the evaluation and goals and objectives document labeled Appendix J attached herein. Commencing with the 2002/2003 school year the evaluation and goals and objectives document at Appendix J shall be used for all bargaining unit members, with the exception of persons in specialty positions for whom appropriate specialty evaluation documents shall have been mutually adopted hereafter. (Effective with the 2002/2003 school year, Appendices F and G shall be omitted. Both parties agree to meet and discuss recommended modifications to Appendix J on or about June 15, 2002.)

Evaluation formats for counselors, nurses, and designated instructional specialists.

The parties are agreed that the proposed formats will be made available for optional use in the year 2001-2002. At their discretion, bargaining unit members in these classifications may elect to use the prototype document for formal evaluation. Such completed evaluation documents shall be placed in the unit member's personnel file. Those bargaining unit members not using the prototype document shall continue to be evaluated using the existing evaluation format (including

the “specialist” document.) The Fontana Teachers Association will assist the district in collecting feedback regarding the prototype documents for counselors, nurses and designated instructional specialists by May 15, 2002 so that such feedback may be used in the evaluation refinement process scheduled for on or about June 15, 2002.

9.2.2 When the evaluation document at Appendix J is used, the administrator and bargaining unit member shall select three (3) standards to be the focus of goals and objectives and evaluation. The standards shall be selected as follows:

- a. one standard selected by the bargaining unit member
- b. one standard selected by the evaluator
- c. one standard selected jointly by the bargaining unit member and the evaluator.

Should the process described in 9.2.2 for establishing the focus of an evaluation be declared legally insufficient pursuant to the California Education Code, this clause shall be subject to renegotiation without affecting the remainder of Article 9.

9.3 In the event that either the unit member or the administrator feels that the goals and/or objectives are inappropriate because of unforeseen circumstances, the administrator and the unit member will meet and review these goals and may alter these goals when it is felt that alterations are appropriate and in the best interest of a good educational program. The administrator shall provide 30-day notice of a change in goals and objectives/evaluation focus to the bargaining unit member prior to completing formal observation on the modified areas.

9.4 When agreement on goals and objectives cannot be attained, a third party shall be designated to resolve the issue. The unit member shall select a District administrator to serve as the third party; said administrator shall not be related by blood or marriage to the unit member. The decision of the third party will be final.

9.5 No formal observation shall take place prior to the determination of the appropriate unit member’s goals and objectives or completion of the process identified in the paragraph above.

OBSERVATION AND EVALUATION

9.6 Formal observations shall last for not less than either thirty (30) minutes or one (1) full period, whichever is appropriate to the grade level and lesson, and shall be followed by a conference in which the administrator and the unit member shall review the observation and what is to be incorporated into the written observation summary. Such conference shall be held within ten (10) working days after the observation, and a typewritten summary shall be provided to the unit member within ten (10) working days of the observation conference. At least the first observation shall be announced.

9.7 Probationary unit members shall be formally observed at least three (3) times and evaluated at least two (2) times during a school year. Permanent unit members shall be formally observed and evaluated at least one (1) time every two years. Evaluations must be completed at least thirty days prior to the end of the unit member's work year. At a time scheduled by the administrator, an evaluation conference shall be held. Components of the evaluation shall include, but not be limited to: the observation, the employee's goals and objectives, other pertinent information about employee performance. Within ten (10) working days after the evaluation conference, a final typewritten copy of the evaluation shall be provided to the unit member (Appendix E). If any "needs improvement" or "unsatisfactory" performance of duties is noted, Page two must be completed. The unit member shall have the opportunity to initiate a written reaction to any area of formal evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the unit member's file. Such response must be filed within ten (10) days of the written evaluation. If a copy of the response is given to the evaluator, the evaluator may elect to modify or correct the evaluation document before it is placed in the unit member's personnel file.

9.8 Notwithstanding the above, any bargaining unit member who receives an overall unsatisfactory evaluation shall, upon request, be entitled to two subsequent observations, two conferences and one additional written evaluation, provided that such request is made no later than

ten working days following the receipt of the overall unsatisfactory evaluation. Such entitlement is limited to one time only for each initial formal evaluation.

Notwithstanding the above, the administrator who issues an overall unsatisfactory evaluation shall issue a supplementary evaluation document covering all performance standards.

For purposes of referral to the Peer Assistance and Review Program (PAR) an evaluation shall be marked overall unsatisfactory when one of the three selected standards is rated overall unsatisfactory or when at least two of the three standards are rated needs improvement.

Ratings on Standard 6 shall not be used as a basis for PAR referral.

9.9 The unit member shall take affirmative action to correct any cited deficiencies based upon the administrator's assistance plan for improvement and assistance.

9.10 The evaluation and observation forms will be submitted to the Personnel Services Office. In the event concerns develop regarding the performance of a certificated employee, this section shall not preclude evaluations every year when deemed necessary by the administrator. A permanent employee who has received a negative evaluation shall have an annual evaluation until the evaluation is again positive or the employee is separated from the District.

9.11 PROBATIONARY EMPLOYEE

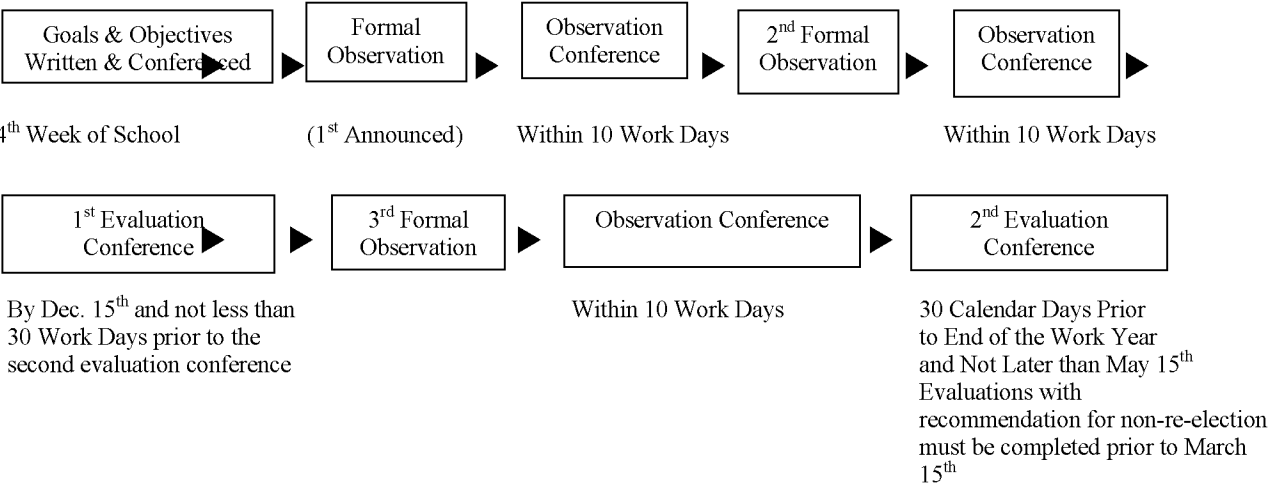
No probationary certificated employee shall be non-reelected or dismissed without all steps of the procedures as outlined in this Article being adhered to.

9.12 GENERAL

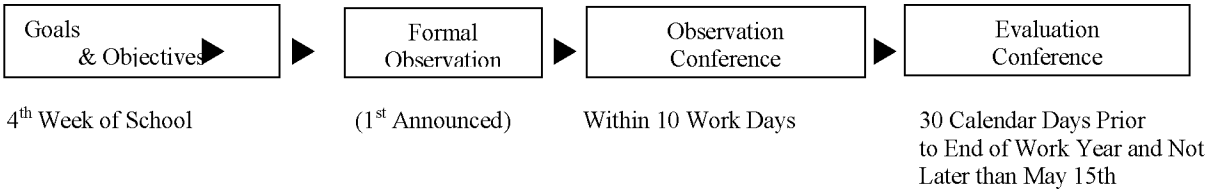
9.12.1 Members of the unit shall not be required to evaluate other members of the unit. Notwithstanding this provision, bargaining unit members shall be allowed to participate in an advisory capacity in the selection of unit members to serve in "Schedule C" or other additional assignment positions at the discretion of the individual site administrator. No member of the unit shall be held accountable for any aspect of the educational program over which the member has no authority to correct deficiencies.

PROCESS FLOW CHART

PROBATIONARY TEACHERS



PERMANENT TEACHERS



ARTICLE 10
PERSONNEL FILES

10.1 Each unit member shall have only one (1) personnel file which shall be maintained at the central office, except as below. The site administrators may maintain an on-site file as provided herein.

10.2 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

10.3 Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination.

10.4 Every unit member shall have the right to inspect such materials, upon written request, provided that the request is made a time when such person is not actually required to render services to the employing District. The unit member shall acknowledge that he/she has read such material by offering his/her signature and date on each copy examined. A person responsible for such files shall be present during the examination and shall remove confidential material which the unit member is prohibited from examining.

10.5 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Information proven to be in error may be removed or corrected by management; but when circumstances preclude the removal or correction of proven false information, it shall be noted as such. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

10.6 Derogatory information shall not be placed in a unit member's personnel file until ten (10) working days have elapsed for the purpose of affording the member the opportunity to respond in writing to the derogatory material.

1 10.7 Upon written authorization by the unit member, a representative of the Association
2 shall be permitted to examine and obtain copies of materials in such unit member's personnel or
3 on-site file.

4 10.8 The person or persons who draft and/or place material in a unit member's personnel
5 or on-site file shall sign the material and signify the date on which such material was drafted and
6 placed in the file.

7 10.9 Every unit member shall have the right to inspect his/her on-site file, upon written
8 request, provided that the request is made for a time when such person is not actually required to
9 render services to the district. The unit member shall acknowledge that he/she has read such
10 material by offering his/her signature and date on each copy examined. Site files will be
11 maintained in accordance with legal requirements to support the memory of individual site
12 administrators. Documents which may be held in site files will not be retained for or transferred
13 to successor site administrators except that nothing contained in this provision shall prohibit an
14 administrator from retaining in his/her possession any document of which he/she is the maker.

ARTICLE 11
PUBLIC CHARGES

11.1 A complaint regarding a unit member made to any member of the administration by any parent, student, or other person which does or may influence the evaluation of a unit member shall be discussed with a unit member as soon as possible to the extent such disclosure prior to investigation would not jeopardize the District's ability to competently investigate the matter.

11.2 Should the administrator who receives the complaint for initial investigation/consideration or the involved unit member believe that a meeting with the complainant would help to resolve the problem, the administrator will attempt to set up a meeting involving the administration, the unit member and the complainant. If the unit member feels he/she did not have an equitable opportunity to fairly present his/her defense of the specific complaint, he may request a second meeting. The unit member may exercise the right to be accompanied by an association representative.

11.3 If the matter is not resolved to the satisfaction of the complainant or the proposed resolution is disputed by the unit member, the complainant may put his/her complaint into written form. If such written complaint is received by administration in support of a complaint, the administration shall notify the unit member and his/her representative and shall afford them notice of the accusations as described below:

The unit member and his/her identified representative(s) shall submit a written request to personally review the written complaint(s) which shall include an acknowledgement of such legal obligations as contained in Title 5 of the California Code of Regulations at §4600, et seq. in regards to retaliation.

The unit member and his/her identified representative(s) shall be allowed to personally review the written complaint(s). Said unit member and representative shall initial and date the written complaint. In addition, the administrator shall provide the unit member a copy of the complaint or, if necessary for reasons of privacy, a written document detailing the substance of the specific

1 accusations of the complaint. The unit member shall be advised of his/her opportunity to prepare
2 a written response to such complaint, which shall be attached to the written complaint.

3 11.4 The unit member shall be given a copy of any written summary or document which
4 is prepared as a resolution of the complaint and shall be notified if such document is to be placed
5 in the unit member's District personnel file.

6 11.5 Notwithstanding the above, the District's good faith refusal to provide the unit
7 member a copy of a complaint shall not prevent the District from imposing disciplinary action
8 against the bargaining unit member as provided for in Article 30, Just Cause.

9 11.6 All provisions of this article shall be subject to the provisions of Article 27, section
10 27.2.

ARTICLE 12
LEAVES OF ABSENCE

12.1 GENERAL PROVISIONS

12.1.1 The Governing Board may grant leaves of absence to persons employed in positions requiring certification qualifications in accordance with provisions of the law.

12.1.2 Leaves of absence for advanced study, travel, exchange teaching or other reason recommended by the Superintendent and approved by the Board may be granted to probationary and permanent unit members. Such leaves shall be awarded without remuneration.

12.2 TIME TRADE EXCHANGE DAYS

Unit Members may, with the principal's consent, trade workdays during a single year. The site administrator must be notified at least ten (10) days prior to the trade. Denial of this trade shall not be arbitrary or capricious. Unit members will be provided reasons for denial of trade days. Unit members must be notified of administrative denial within five (5) days of the request for trade agreements.

12.3 SICK LEAVE

12.3.1 Sick leave with pay is granted to school employees to protect the health and welfare of both unit members and pupils.

12.3.2 Full-time unit members on a regular annual contract are entitled to annual sick leave at the rate of one (1) day pay per eighteen (18) six (6) hour days of service or major fraction thereof (minimum ten <10> days). Credit for the annual sick leave need not be accrued prior to taking such leave by the unit member, and such sick leave may be taken at any time during the school year. The unused portion of the unit member's sick leave shall accumulate without limit.

12.3.2.1 Full-time unit members who are hired to work the CSP summer coverage or to teach summer school are entitled to annual sick leave at the rate of one (1) day per 18 hours (18) six (6) hour days of service or major fraction thereof.

1 12.3.3 Part-time personnel employed less than five (5) school days per week shall be
2 entitled to sick leave in the ratio that their services bear to full-time service.

3 12.3.4 Bargaining unit members hired or returning employees beginning:

4 12.3.4.1 On or before the 15th day of the month shall be given full sick leave credit for that
5 month. (Sick leave accrues from the 1st of the month.)

6 12.3.4.2 On or after the 16th day of the month shall accrue sick leave from the 1st of the
7 following month (no pro-ration for employment commencing on or after the 16th day of the
8 month).

9 12.3.5 Bargaining unit members terminating prior to the last work day of the month:

10 12.3.5.1 Bargaining unit members terminating on or after the 16th day of the month shall be
11 entitled to full sick leave credit for that month.

12 12.3.5.2 Bargaining unit members terminating on or before the 15th day of the month shall
13 receive no sick leave credit for that month.

14 12.3.6 Upon exhaustion of all accumulated sick leave credit, a bargaining unit member
15 who continues to be absent under the provisions of this Article shall receive, for up to one hundred
16 (100) days, the difference between his pay and the amount actually paid a substitute, or, if no
17 substitute has been employed, the amount that would have been paid a substitute had been
18 employed.

19 12.3.7 A bargaining unit member who has exhausted his/her accumulated sick leave shall
20 submit verification of medical treatment for any illness requiring more than two (2) consecutive
21 workdays for recuperation. If the unit member will require additional days for recuperation, the
22 verification must include an estimate of the number of days necessary for such recuperation. The
23 unit member must submit verification of medical treatment upon returning to work.

24 12.3.8 The District may require a bargaining unit member to provide medical verification
25 for any illness, if the District has just cause to believe the unit member is abusing sick leave
26 provisions. The unit member must submit medical verification upon returning to work.

1 12.3.9 Bargaining unit members shall not be required to verify medical treatment of
2 illness except as provided above.

3 12.3.9.1 A permanent employee who resigns and is re-employed within thirty-nine (39)
4 months shall have all accumulated sick leave credit reinstated.

5 12.3.10 TRANSFER OF SICK LEAVE

6 12.3.10.1 A certificated employee of a California school district with at least one (1) year of
7 teaching experience who accepts a position requiring certification qualifications with another
8 district or any County Superintendent of Schools or State Department of Education shall, in
9 writing, notify the new employing district or County Superintendent of Schools or State
10 Department of Education of the name and address of the previous district in which the unit
11 member was employed.

12 12.3.10.2 The unit member shall request credit for accumulated sick leave allowed for illness
13 or injury at the time of separation.

14 12.3.10.3 It shall be the responsibility of the new employing district to request such
15 information relative to accumulative sick leave from the former district of employment.

16 12.3.10.4 Upon receipt of such request, the chief administrative officer of the former school
17 district of employment shall transmit in writing to the new employing district a statement of
18 accumulated and unused sick leave to which the unit member is entitled.

19 12.3.10.5 The statement of accumulated sick leave shall be certified by the Business Manager
20 as being true and correct.

21 12.3.10.6 No Governing Board shall adopt any policy or rule which requires any certificated
22 employee transferring to the District to waive all or any portion of such accumulated sick leave.

23 12.4 CATASTROPHIC LEAVE BANK

24 The District and the Association shall establish a Catastrophic Leave Bank (Bank) which will be
25 in compliance with Education Code Section 44043.5

1 12.4.1 Bargaining unit members who suffer a catastrophic injury or illness that is expected
2 to incapacitate the unit member for an extended period of time (in excess of ten (10) days) shall
3 become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions
4 outlined below.

5 12.4.1.1 The unit member to receive donated sick leave must have exhausted all fully paid
6 leave and be in a true catastrophic condition.

7 12.4.1.2 A unit member who has exhausted sick leave but still has differential leave
8 available is eligible for withdrawal from the Bank. Use of the Bank is allowable only as a
9 supplemental to such differential leave. The District shall pay the unit member full pay and the
10 Bank shall be charged one-half.

11 12.4.1.3 The unit member must be permanent, not probationary.

12 12.4.2 The use of this Bank shall only be available to those eligible bargaining unit
13 members who have made a donation of at least five (5) days to the Bank prior to their request, and
14 have continued participation under Section 12.4.5.

15 12.4.3 The donation of sick leave by the unit member shall be irrevocable. The unit
16 member shall file a "Certificated Sick Leave Bank Deposit Form" with the payroll office. A
17 donation to the Bank shall be a general donation from prior years' accumulations, and shall not be
18 considered a donation to a specific unit member for his/her exclusive use.

19 12.4.4 There is no limit to the number of sick leave days a unit member may donate to the
20 Bank, so long as the minimum number of accumulated sick leave days available from the prior
21 years accumulations in the unit member's account does not fall below ten (10) days.

22 12.4.5 An additional day of contribution will be required of all participants if the number
23 of days in the Bank falls below three hundred (300). Unit members who are currently drawing
24 from the Bank at the time of the assessment need not contribute to remain eligible to draw from
25 the Bank. If a participant has then (10) or less days of remaining sick leave at the time of the
26 assessment, they need not contribute the additional day to remain a participant in the Bank.

1 12.4.6 Leave from the Bank may not be used for illness or disability which qualifies the
2 unit member for Workers' Compensation benefits unless he/she has exhausted all Workers'
3 Compensation leave and his/her own paid leave.

4 12.4.7 When the unit member may reasonably be presumed to be eligible for disability
5 retirement under STRS or if applicable Social Security, he/she may be requested to apply for such
6 retirement. Failure of the unit member to submit a complete application, including medical
7 information provided by the applicants' physician, within twenty (20) days will disqualify the unit
8 member from further Bank payments.

9 12.4.8 The enrollment period will coincide with the mutually established open enrollment
10 period for health and welfare benefits. Any change in current practices with regard to the
11 scheduling of open enrollment will be discussed with the Fontana Teachers Association prior to
12 implementation.

13 12.4.9 Cancellation of membership in the Bank occurs automatically whenever a unit
14 member fails to make his/her assessment contribution under section 12.4.5. The unit member
15 shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave
16 previously authorized for contribution to the Bank shall not be returned if the unit member effects
17 cancellation.

18 12.4.10 A unit member wishing to use this Bank shall submit a "Certificated Sick Leave
19 Bank Request for Withdrawal Form". This form shall be submitted to the Personnel Office. The
20 request shall clearly state the details of the catastrophe and the amount of sick leave requested.
21 Appropriate written verification of the catastrophic illness or injury must be included with the
22 request. The unit member should be prepared to provide additional documentation on the nature
23 and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider
24 the request of the unit member.

25 12.4.11 The maximum number of duty days allowed to be utilized by one unit member for
26 a single catastrophic illness/injury shall not exceed forth (40) work days. A unit member may

request a specific number of days on the form, available in the Personnel office, when the request is submitted. The unit member may request up to an additional forty (40) days should the condition continue by filing an additional request for consideration by the Committee.

12.4.12 Any days approved that are unused by the unit member shall be returned to the Bank.

12.4.13 If a unit member uses a day from the Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

12.4.14 During September of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

12.4.15 HOLD HARMLESS

The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

12.4.16 If the Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

12.5 JURY DUTY

12.5.1 The District shall grant paid leaves for employees called to serve on jury duty, subject to the following conditions:

12.5.2 Unit members shall file their court jury summons with their immediate supervisor at least three (3) working days prior to the date of their first scheduled appearance.

12.5.3 Unit members required to serve on jury duty must obtain written verification from the appropriate court indicating the date(s) that they actually appeared.

12.5.4 Unit members shall be paid the difference between their regular salary and the amount they receive in the form of jury duty pay, exclusive of mileage fees. The District shall pay the unit member's regular salary, and the employee shall remit to the District the amount received as jury duty pay within ten (10) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier. In the event the unit member has failed to remit such fees, the District shall be entitled to withhold the appropriate amount from the unit member's last salary check of the school year.

12.5.5 In the event a unit member called for jury duty is dismissed or excused by the assigned court prior to the end of his/her normal workday, the unit member need not report to work for the remaining portion of that day. In the event a unit member's jury duty is postponed prior to the end of the unit member's workday, the unit member will subsequently contact his/her immediate supervisor to determine if it is necessary for the unit member to return to work for the remaining portion of that day. The travel distance between the unit member's residence, assigned court, and worksite, as well as the time remaining in the unit member's workday will be considered in making this determination.

12.5.6 A unit member shall be entitled to paid leave to appear in court as a witness when subpoenaed, other than as a litigant, or to respond to an official order from another governmental jurisdiction.

12.6 BEREAVEMENT AND IMMINENT DEATH LEAVE

12.6.1 A unit member shall be granted leave of absence with pay for three (3) days due to death in the immediate family or five (5) days if in excess of six hundred (600) miles round trip travel is required to attend or arrange for funeral. The Governing Board, upon the recommendation of the Superintendent, may enlarge the benefits at its discretion.

12.6.2 Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse or any relative living in the immediate household of the unit member.

12.6.3 A maximum of three (3) days of leave without loss of pay in any one (1) school year may be granted for absence due to serious illness or accident, with death imminent, of an immediate member of the family as defined above. Medical verification shall be required to substantiate imminent death leave.

12.7 PERSONAL NECESSITY LEAVE

12.7.1 Each unit member shall be entitled at his/her election to utilize up to eight (8) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of a holiday or vacation or for purely personal convenience, and it shall be deducted from the unit member's accumulated sick leave.

12.7.2 Personal necessity leave shall be granted to each unit member upon application to the unit member's Principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergency or as provided below). No advance application shall be required for leave taken for:

12.7.2.1 Death or serious illness of a member of his immediate family.

12.7.2.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.

12.7.2.3 Violators of personal necessity leave shall be subject to appropriate discipline.

12.7.3 FAMILY ILLNESS LEAVE

In any calendar year a bargaining unit member may use up to the amount of sick leave accrued during a 6-month period to attend to the illness of a child, parent or spouse of the bargaining unit member. This use of sick leave shall be deducted from the bargaining unit member's accrued sick

1 leave balance. The District may require medical verification of illness as per the procedure in
2 Article 12.9. The rights specified in this clause are in addition to the “Personal Necessity Leave”
3 as specified in 12.7.1 provided that sufficient accrued sick leave is available.

4 12.7.3.1 Definitions – Family Illness Leave

5 As used in this article:

6 (1) “Child” means a biological, foster, or adopted child, a stepchild, a legal ward,
7 or a child of a person standing in loco parentis.

8 (2) “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal
9 guardian.

10 (3) “Sick leave” means accrued increments of compensated leave provided by the
11 District to a bargaining unit member during an absence from the employment for any of the
12 following reasons:

13 (A) The bargaining unit member is physically or mentally unable to perform his or
14 her duties due to illness, injury, or a medical condition of the bargaining unit member.

15 (B) The absence is for the purpose of obtaining professional diagnosis or treatment
16 for a medical condition of the employee.

17 (C) The absence is for other medical reasons of the employee, such as pregnancy
18 or obtaining a physical examination.

19 12.8 PARENTAL LEAVE

20 A bargaining unit member may take leave of absence for the purpose of maternity, child delivery
21 and/or child rearing subject to the provisions described below:

22 12.8.1 MATERNITY LEAVE

23 12.8.1.1 An unpaid maternity leave may be granted to a bargaining unit member who has
24 requested such leave not later than thirty (30) days prior to the commencement of the leave.
25 Maternity leave shall be granted for a period of not less than sixty (60) days or more than one (1)
26 year. The use of an unpaid maternity leave shall preclude a paid pregnancy disability leave.

1 12.8.2 PREGNANCY DISABILITY LEAVE

2 12.8.2.1 A paid pregnancy disability leave charged against sick leave shall be granted to a
3 bargaining unit member upon request to the following:

4 12.8.2.2 The bargaining unit member must continue to work up to the date of physical
5 disability.

6 12.8.2.3 Both physical ability to remain on the job and physical disability to commence the
7 pregnancy disability leave shall be determined and reported to the District by a licensed physician.
8 The attending physician shall determine and report to the District the date upon which the
9 bargaining unit member is physically able to return to work.

10 12.8.2.4 The bargaining unit member may either return to work at the expiration of the
11 pregnancy disability leave or may commence a child-rearing leave.

12 12.8.3 CHILD-REARING LEAVE

13 12.8.3.1 An unpaid child-rearing leave may be granted to a bargaining unit member for the
14 purpose of rearing his/her child. The child-rearing leave shall be requested not later than one (1)
15 week subsequent to arrival of the child except in cases of adoption where the date of the child's
16 arrival is not known one (1) week in advance. Child-rearing leave may not be longer than one (1)
17 year in length and may not commence later than one (1) week after delivery or adoption.

18 12.8.3.2 The total amount of time for any of the above leaves or combination thereof shall
19 not exceed one (1) year, except that a disability is subject to the determination of the physician.

20 12.8.3.3 At the expiration of parental leave, the bargaining unit member shall be reassigned
21 to a comparable position and, if possible, to the same position.

22 12.9 FAMILY CARE AND MEDICAL LEAVE

23 The District shall provide an employee, upon request, Family Care and Medical
24 Leave in accordance with this Article.

25 12.9.1 Eligibility – All employees employed at least 12 months as measured by the first
26 day of paid service are eligible for leave under this Article.

1 Leave under this Article shall be granted upon written request of an employee, whenever in the
2 judgment of the employee she/he needs leave because of: the employee's serious health condition,
3 the serious health condition of a member of the employee's immediate family, the birth of a child
4 of the employee, or placement of a child with an employee in connection with adoption or foster
5 care of the child by the employee.

6 "Serious health condition" is any illness, injury, or impairment or physical or mental condition
7 that either involves in-patient care in a hospital, hospice or residential health care facility, or
8 involves continuing treatment or supervision by a health care provider.

9 An employee eligible for leave under this Article may substitute therefore any accrued leave, paid
10 or unpaid, under this agreement.

11 12.9.2 Duration – Leave under this Article may be as long as eighteen (18) work weeks in
12 any twelve (12) month period.

13 12.9.3 Benefits – Leave under this Article shall entitle the employee to health and welfare
14 benefits for twelve (12) weeks.

15 Leave under this Article shall entitle the employee to continue accrual of all "service-related"
16 rights of employment, including without limitation seniority, salary advancement, re-employment
17 and participation in optional benefits programs such as early retirement.

18 12.9.4 Return to Work – Leave under this Article shall terminate whenever the employee
19 returns to continuous active service following notice as provided below.

20 An employee returning from leave under this Article shall be reinstated
21 immediately to the position held by the employee at the commencement of the leave. The notice
22 must be in writing two weeks before said return.

23 An employee who while on leave under this Article gives notice of resignation or
24 retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day
25 following expiration of the leave.

1 12.9.5 Procedures – Leave under this Article shall commence on the date indicated by the
2 employee in the leave notice provided by the employee to her/his supervisor.

3 The leave notice shall specify: leave will be taken pursuant to this Article, the date
4 the leave commences, the anticipated pattern of leave use if the employee will not be absent
5 continuously, whether the employee will substitute other paid leave for leave under this Article
6 and if so how much paid leave, and the anticipated date of return to continuous active service, if
7 known to the employee.

8 Leave under this Article shall terminate on the next working day following the date
9 indicated by the employee in the return notice provided by the employee to her/his supervisor.

10 The return notice shall specify: that the employee is on leave pursuant to this
11 Article, that the employee will return to continuous active service, and the date upon which the
12 employee will return to continuous active service.

13 Delivery of a leave or return notice shall be by any means reasonably likely to
14 inform the supervisor of the employee's absence from or return to continuous active service.

15 If an employee on leave under this Article determines to resign or retire without
16 returning to continuous active service, the employee shall provide written notice of such
17 determination to the District, designating the last day of employment. Leave under this Article
18 shall terminate without further notice to the District on the next workday following the day
19 designated by the employee as the last day of employment.

20 An employee who, while on leave under this Article, provides a written notice of
21 determination to resign or retire may rescind the resignation or retirement at any time up to
22 acceptance by the Board of Education by providing to the District written notice of the employee's
23 rescission of the employee's prior notice of resignation or retirement.

24 12.9.6 Relationship to Other Benefits – Leave under this Agreement is in addition to, and
25 supplements, all other benefits accorded an employee or any member of her/his family under this
26 Agreement, or under any statute, or under any other employment.

1 12.10 PERSONAL LEAVE/URGENT OR PERSONAL BUSINESS

2 12.10.1.1 A personal leave of absence without remuneration for not more than thirty (30)
3 days may be awarded administratively to transact urgent personal business. The justification and
4 duration of such leaves shall be left to the discretion of the Superintendent. Leaves of absence in
5 excess of thirty (30) days are subject to ratification by the Governing Board.

6 12.10.1.2 A personal leave without remuneration may be granted to a unit member prior to
7 the expiration of the school year to permit an early departure for the purpose of attending summer
8 session. Approval may be made subject to receipt of proof indicating the starting day of the
9 session. Sufficient allowance will be made for normal travel time.

10 12.10.1.3 A personal leave shall not be awarded for the purpose of investigating or accepting
11 employment opportunities elsewhere.

12 12.11 LEAVE INVOLVING LITIGATION

13 Any days of accumulated leave of absence for illness or injury allowed pursuant to
14 Article 12.3 (Sick Leave) may be used by the unit member for a mandatory court appearance. If
15 the litigation involves the District, such leave shall not be charged against the unit member's
16 accumulated sick leave.

17 12.12 PUBLIC OFFICE LEAVE

18 12.12.1.1 Every permanent unit member who is elected or appointed to public office shall be
19 granted an unpaid leave of absence from his duties as an employee of the District, upon request,
20 for the term of office. Such absence shall not affect the classification of the unit member.

21 12.12.2 No remuneration shall be awarded by the District for such public office duties.
22 However, during the term of such absence, the permanent unit member may be employed by the
23 District to render certificated service in less than full-time capacity for such compensation and
24 conditions as may be mutually agreed upon.

25 12.12.3 Within six (6) months following the expiration of term of office, the unit member
26 shall be entitled to return to the position held by him/her at the time of his/her election or

1 appointment. The unit member shall be placed on the salary schedule at the level to which he/she
2 would have been entitled had he/she not absented himself/herself from the District.

3 12.12.4 A substitute employed to replace the permanent unit member on public office leave
4 shall not have any right to such position following the return of the unit member to his certificated
5 assignment.

6 12.13 SABBATICAL LEAVE

7 12.13.1 Any unit member under the age of sixty-two (62) years who has satisfactorily
8 completed seven (7) full years of service in the Fontana Unified School District shall be eligible
9 for sabbatical leave. Subsequent eligibility may be established by completing the required seven
10 (7) years of consecutive service.

11 12.13.2 A full year of service shall consist of seventy-five (75) percent of the school year
12 without absence for illness or other causes.

13 12.13.3 Years of service may be interrupted by leaves of absence, but time spent on such
14 leaves may not be counted towards the required seven (7) years unless it falls into one of the
15 following categories:

16 12.13.3.1 Exchange leaves.

17 12.13.3.2 A one-year (1) Federal grant leave.

18 12.13.3.3 Temporary military duty (not more than one hundred eighty <180> days) with the
19 National Guard or Armed Forces of the United States.

20 12.13.4 Any unit member eligible for sabbatical leave shall submit application to the
21 District prior to February 1 of the school year preceding the leave. Any eligible unit member who
22 does not submit application prior to the aforementioned date shall be deemed to have refused a
23 sabbatical leave for the next ensuing school year.

24 12.13.5 Applications for sabbatical leaves must be accompanied by a written outline of the
25 program to be undertaken during the leave. Such programs, which are subject to Board approval,

1 may include travel, formal study, independent study, and combinations of the preceding three (3)
2 items or any other activity deemed suitable by the Governing Board.

3 12.13.6 All sabbatical leave programs shall be related directly to the assignment held by the
4 applicant or to an area of need in the District. Applicants shall indicate how the proposed program
5 is expected to enhance his/her proficiency in these assignments upon return to the District.

6 12.13.7 Formal study programs shall have been accepted by the institution at which the
7 study will take place and such acceptance acknowledged in writing.

8 12.13.8 A formal study program should consist of a normal academic load, which may vary
9 among institutions.

10 12.13.9 Independent study programs shall be under the sponsorship of a recognized
11 institution, agency or research organization.

12 12.13.10 In any given school year, one (1) percent of the total number of certificated
13 employees may be awarded sabbatical leaves. If more applicants are received than can be granted,
14 applicants will be considered on the basis of importance of the purpose of the leave to the District.

15 12.13.11 Sabbatical leaves shall be granted for either one (1) or two (2) consecutive
16 semesters during September through June. If the individual requesting the leave is employed by
17 the District for more than ten (10) months of the year, his sabbatical leave shall be granted for
18 either the entire year or exactly one-half (1/2) of the year.

19 12.13.12 Upon completion of the sabbatical leave, the unit member shall return to
20 employment in the Fontana Unified School District for at least two (2) years.

21 12.13.13 A unit member returning from sabbatical leave shall be placed upon the same step
22 on the salary schedule as he/she would have been had he/she remained in active service with the
23 District.

24 12.13.14 The State Teachers' Retirement System counts as service for retirement only one-
25 half (1/2) of the time spent on sabbatical leave, and only one-half (1/2) of the regular State
26 retirement contributions are deducted from warrants received while on leave. A bargaining unit

member may pay the other one-half (1/2) of his/her retirement contribution and receive full retirement credit.

12.13.15 RATE OF PAYMENT

A unit member on a sabbatical leave shall receive fifty (50) percent of his regular salary, computed on a monthly basis; provided, however, that the compensation for any employment accepted during such leave shall not exceed the difference between the regular salary the unit member would have received had he remained on regular duty and the salary for sabbatical leave.

12.13.16 METHOD OF PAYMENT

12.13.16.1 Plan A – Salary for such leave shall be paid in two (2) equal installments. The first shall be paid at the end of the unit member's first year of work after returning from the leave. The second installment shall be paid at the end of the unit member's second year of work following the leave.

12.13.16.2 Plan B – Salary shall be paid in the same manner as if the unit member were rendering normal service in the District. Such payment shall be conditional upon the unit member furnishing a suitable bond indemnifying the Board of Education against loss in the event the unit member fails to meet the two-year (2) teaching requirement because of death or physical or mental disability. The requirement for furnishing the bond may be waived by the Board of Education.

12.13.17 Method of payment, A or B, shall be left to the discretion of the unit member on sabbatical leave.

12.14 MILITARY LEAVE

Unit members on military leave shall be entitled to rights as provided by State and Federal law.

12.15 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

12.15.1.1 Allowable industrial accident leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same

1 accident. Allowable leave shall not be accumulated from year to year. Industrial accident or
2 illness leave shall commence on the first day of absence.

3 12.15.2 When a bargaining unit member is absent from his/her duties due to an industrial
4 accident or illness, he/she shall be paid such portion of the salary due him/her for any month in
5 which the absence occurs as, when added to his/her temporary disability indemnity under Division
6 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her
7 full salary.

8 12.15.3 The phrase "full salary" as utilized in this action shall be computed so that it shall
9 not be less than the bargaining unit member's "average weekly earnings" as that phrase is utilized
10 in Section 4453 of the Labor. For purposes of this Section, however, the maximum and minimum
11 average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be
12 deemed applicable.

13 12.15.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of
14 authorized absence regardless of a temporarily disability indemnity award.

15 12.15.5 When an industrial accident or illness leave overlaps into the next fiscal year, the
16 bargaining unit member shall be entitled to only the amount of unused leave due him/her for the
17 same illness or injury.

18 12.15.6 Upon termination of the industrial accident or illness leave, the bargaining unit
19 member shall be entitled to other leave benefits as described herein. For the purposes of each of
20 these sections, his/her absence shall be deemed to have commenced on the date of termination of
21 the industrial accident or illness leave; provided that if the bargaining unit member continues to
22 receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated
23 sick leave which, when added to his/her temporary disability indemnity, will result in a payment to
24 him/her of not more than his/her full salary.

25 12.15.7 During any paid leave of absence, the bargaining unit member shall endorse to the
26 District the temporary disability indemnity checks received due to his/her industrial accident or

1 illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants
2 for payment of the bargaining unit member salary and shall deduct normal retirement, other
3 authorized contributions and the temporary disability indemnity, if any, actually paid to and
4 retained by the bargaining unit member for periods covered by such salary warrants.

5 12.15.8 Any bargaining unit member receiving benefits as a result of this section shall,
6 during periods of injury or illness, remain within the State of California unless the Governing
7 Board authorizes travel outside the state.

ARTICLE 13
RETIREMENT

13.1 RETIREMENT PROGRAM

13.1.1 Effective October 1, 1988 and thereafter, bargaining unit members who retire after no less than fifteen (15) total years of full-time paid service in the Fontana Unified School District and have achieved fifty (50) years of age, according to District records, shall be eligible to participate in the District-sponsored health and welfare benefits programs, provided that the unit member has been covered under a plan for the five (5) years immediately preceding retirement, as follows:

13.1.1.1 Option 1 – The District shall pay the premiums for medical insurance only at the same rate that is provided for current full-time employees for a period of eight (8) years after retirement.

13.1.1.2 Option 2 – The District shall pay the premiums for the total health and welfare package (inclusive of medical, dental, vision and life insurance) at the same rate that is provided for current full-time employees for six (6) years after retirement.

13.1.1.3 Option 3 – The District shall pay the premium for fourteen (14) years of Dental and Vision insurance at the same rate that is provided for current full-time employees.

13.1.1.4 Option 4 – Bargaining unit members serving the Fontana Unified School District with thirty-five (35) or more years of service will be granted lifetime medical benefits for the employee and spouse during the lifetime of the employee.

Full retirement benefits shall be granted to the surviving spouse of an employee who qualified for lifetime benefits under Article 13 until said surviving spouse remarries, or is eligible for Medicare benefits, but under no condition longer than eight (8) years.

13.1.2 Under no circumstances shall the District's maximum contribution for retired employees exceed that contributed by the District for current full-time employees.

1 13.1.3 For purposes of the foregoing, completion of seventy-five percent (75%) of the
2 workdays within a school year shall constitute completion of a year of service. The Board may, at
3 its sole discretion, modify retiree benefits stated herein when in its consideration the circumstances
4 of an individual situation warrant such action.

5 13.1.4 Bargaining unit members who are working under less than a full-time contract shall
6 be eligible for a pro-rata District contribution to the employee health and welfare benefits program
7 in accordance with Article 21, Salaries and Fringe Benefits.

8 13.1.5 Bargaining unit members and retirees shall be responsible for payment, through
9 payroll deduction or personal check (retirees), for health and welfare benefit selections, which
10 exceed the benefits provided herein. Any retiree with retirement benefit entitlement pursuant to
11 Article 13 (Retirement) who moves to an area not covered by the District's medical, vision, or
12 dental policy carrier(s) or for whom such carrier cannot provide convenient services may elect to
13 find another coverage that meets their needs. Upon written request prior to May 31st of each fiscal
14 year, the retired bargaining unit member shall be reimbursed in advance on a semi-annual basis for
15 medical coverage so selected, provided that at no time shall the District be responsible to pay more
16 than the dollar amount for which the retiree is eligible pursuant to Article 13. If the premium of
17 the policy(s) selected exceeds the retired employees' maximum dollar eligible pursuant to Article
18 13, individually or in combination with any other policies provided to said employee pursuant to
19 Article 13, the retired employee shall be responsible to pay the excess balance.

20 13.1.6 The surviving spouse or other eligible dependents, if any, of a unit member who
21 dies prior to expiration of his/her retirement health and welfare program (which may include
22 medical, dental and vision protection) under this Article shall be entitled to continued benefits for
23 the remainder of the original six (6) or eight (8) year program, whichever is applicable. For
24 retirees who selected the full health and welfare benefits plan for six (6) years, the survivor
25 benefits shall be limited to medical, dental and vision. For retirees who selected medical
26 protection only for a period of eight (8) years, the survivor benefits shall be limited to medical

1 only. In neither case shall the benefits include life insurance protection for the surviving spouse.
2 This benefit of continued coverage for a surviving spouse and other eligible dependents, if any,
3 shall only apply to unit members who retire and commence participation in the retirement health
4 and welfare benefit program under this Article on or after October 1, 1985, and who die prior to
5 termination of the program leaving a surviving spouse and other eligible dependents, if any.

6 13.1.7 For married couples both of whom are employed by the District, arrangements may
7 be made at the time of retirement for the health and welfare benefits to be utilized in a consecutive
8 manner rather than concurrently. In this way, the protection to be enjoyed by married retirees may
9 be expanded to a maximum of twelve (12) years or sixteen (16) years depending upon the
10 retirement option selected. Under these circumstances wherein unit members would seek to defer
11 the engagement of benefits for a period of time not to exceed six (6) or eight (8) years due to
12 eligibility under these provisions due to marriage, the District's responsibility to pay for health and
13 welfare benefits shall remain at the same dollar amount in effect at the time of retirement. When
14 benefits are subsequently engaged by the retired bargaining unit member, the retiree would be
15 responsible for paying the difference in the rates from the date of retirement to the commencement
16 of the benefits. Once the retiree's participation has commenced, the retiree's contribution shall
17 remain constant and any subsequent increases in the costs of the benefit programs would be borne
18 by the District. It shall be expressly understood that life insurance protection under the district's
19 retirement plan shall not be included in this deferral program, and the life insurance coverage may
20 exist during a concurrent period of time after the retirement of the married couple and under no
21 circumstances shall this protection exceed the seventieth (70th) birthday of any participant.

22 13.1.8 For an employee, who is not qualified under Article 13.1.7, who is singularly
23 employed by the District and who will be under continuous coverage through another health and
24 welfare plan, may make arrangements at the time of retirement for the health and welfare benefits
25 to be deferred to a future date. This date cannot extend beyond ten (10) years after retirement.
26 Once the date for beginning health and welfare coverage is made, it shall be used in a consecutive

manner. The retiree would be responsible for paying the difference in the rates from the date of retirement to the commencement of the benefits. When benefits are subsequently engaged by the retired bargaining unit member, the District shall pay only the total dollar amount that the District would have been responsible for if the Bargaining Unit Member had entered into the program at the time of retirement. It shall be expressly understood that life insurance protection under the District's retirement plan shall not be included in this deferral program. The District shall maintain a list of deferred retirees. Thus accurate information will be readily available and can be given to each retiree who chooses to defer said benefits. Said list will be conveyed to the Association at biannual intervals.

13.2 PRE-RETIREMENT PROGRAM

This Section is governed by Education Code Section 44922.

13.2.1 EARLY RETIREMENT INCENTIVE PROGRAM (GOLDEN HANDSHAKE)

13.2.2 General

The District will establish an Early Retirement Program (ERIP) in accordance with Education Code Section 44929. This program shall remain in effect for the 1998-99 year and may be annually renewed at the discretion of the District. Bargaining unit members who retire under these provisions shall also receive health and welfare benefits in accordance with Section 13.1 of this Article.

13.2.3 Eligibility

Current certificated employees shall be eligible based on the following criteria:

13.2.3.1 Length of Service – Applicants must have a minimum of fifteen (15) years of service in the Fontana Unified School District in a position requiring certification and at least fifteen (15) years of service credit. A year of service is defined as working not less than seventy-five percent (75%) of the days required by the contract of employment.

13.2.3.2 Age – Applicants must be fifty-five (55) years of age.

1 13.2.3.3 STRS – Applicants shall be eligible to retire under State Teachers’ Retirement
2 System (STRS) rules and regulations.

3 13.2.3.4 Application Deadline – Applicants shall have filed applications with the Personnel
4 Services Office by February 1 in the school year previous to the school year during which they
5 wish to enter the program.

6 13.2.3.5 Letter of Retirement – Applicants shall submit a letter of intent to retire under these
7 provisions, contingent upon approval by the State, requesting retirement to be effective between
8 the period of March 1 through June 30 as annually approved by the Board.

9 13.2.4 Benefits

10 Applicants shall be entitled up to a maximum of two (2) years of service credit regardless of
11 credited service not to exceed the elapsed period of time intervening between the date of the
12 member’s retirement and the date the member attains normal retirement age as determined by
13 STRS Board. The benefit of up to an additional two (2) year service credit shall be provided.
14 Under these provisions, there shall be no opportunity for the retiree to participate in the Ancillary
15 Services Contract described in paragraph 13.4.

16 13.2.5 Savings – Modification

17 It is the intent of the parties that this program be pursuant to and in compliance with current
18 legislative provisions. In the event such provisions are modified by subsequent legislative action
19 or that of a court of competent jurisdiction, the terms of the program shall be modified accordingly
20 as provided in Article 27 Statutory or judicial Changes.

21 13.3 Ancillary Services Contract

22 13.3.1 Requirements

23 The unit member shall have reached age fifty-five (55) and have rendered a minimum of fifteen
24 (15) years of service to the District. The bargaining unit member in this program shall resign
25 his/her position with the District and may not return to regular employment with the District
26 except under exceptional circumstances approved by the District.

1 13.3.2 Length of Contract

2 13.3.2.1 Contract for service shall be for a period of five (5) years.

3 13.3.2.2 A participant may serve up to thirty (30) days per fiscal year in services determined
4 by the Governing Board. Termination of the contract may be by mutual agreement.

5 13.3.3 Compensation

6 13.3.3.1 This program shall include a contract for a maximum period of five (5) years to
7 perform services on behalf of the District. The retiree shall notify the District annually of his/her
8 desire to continue the performance of services. The District shall attempt to accommodate
9 proposals by retirees regarding services to be rendered. Specific requests for pre-arranged periods
10 of service shall receive careful consideration and be granted at the discretion of the District.
11 Retirees shall share in the responsibility of arranging for periods of service to include as many
12 days of participation, up to thirty (30) days annually, as the retiree desires to serve. The District
13 shall only be responsible to make the thirty (30) days of ancillary services available to retirees; and
14 in the event that the retiree elects to not work the full thirty (30) days annually, the District shall
15 not be found at fault.

16 13.3.3.2 Thirty (30) days per year, at activities determined by the District, at a compensation
17 rate that is equivalent to the per diem rate of the last year of service with the District, shall be
18 made available to the retiree. The bargaining unit member may perform any number of the thirty
19 (30) days at his/her election. Per diem pay is calculated by dividing the annual salary by the
20 number of days of required service to the District.

21 13.3.3.3 The District will pay the premiums for the health and welfare benefits at the same
22 rate that is provided current full-time employees of the District.

23 13.3.4 Effect on Benefits

24 A participant is an independent contractor and not covered under Workers' Compensation and
25 shall insure his/her own services.

1 13.3.5 Request Procedure

2 The unit member shall file an application upon retirement with the Personnel Services Office.
3 Applications shall be subject to District approval and availability of District funds.

4 13.3.6 Services to the District

5 13.3.6.1 Services performed may include, but are not limited to, the following:

6 13.3.6.1.1 Demonstration teaching.

7 13.3.6.1.2 Staff development and in-service programs.

8 13.3.6.1.3 Assisting in the testing program.

9 13.3.6.1.4 Counseling.

10 13.3.6.1.5 Individualized instruction.

11 13.3.6.1.6 Other services proposed by individual retirees and approved by the District.

12 13.3.6.2 The retiree is to notify the District annually regarding the days he/she will be
13 available to perform the appropriate services.

14 13.5 Class Size Reduction Program

15 Retired teachers employed pursuant to Class Size Reduction authorizing legislation may remain in
16 retired status and be initially placed at the appropriate Class and up to Step 10 of the salary
17 schedule.

18 Retired employees hired in this manner will receive health and welfare benefits
19 pursuant to Article 26 of the Collective Bargaining Agreement. Any retiree having local health
20 and welfare benefits at the time of return will be allowed to defer the balance of their eligibility
21 until such time as they are no longer in employed status.

ARTICLE 14
SCHOOL CALENDAR

14.1 The length of the work year for unit members shall be one hundred eighty-two (182) days, except Counselors and Program Managers shall be one hundred ninety-two (192) days. Unit members new to the District shall be on duty one hundred eighty-three (183) days. Teachers shall provide instruction for one hundred eighty (180) days at traditional schools and one hundred seventy-five (175) days at CSP schools.

14.2 Workdays scheduled for in-service training shall be planned by a committee consisting of management and bargaining unit members.

14.3 Minimum days shall be scheduled for the high school examination schedule at the end of both semesters.

14.4 The Board shall attempt to schedule spring vacation between the third and fourth quarters.

14.5 Prior to the end of the first quarter, the bargaining unit members teaching in the elementary schools will send a letter informing parents that a conference shall be scheduled upon request by the parents.

14.6 Minimum days, not to exceed seven (7), shall be provided for elementary parent conferences so that bargaining unit members may meet with parents. These days shall be scheduled at or near the end of the first quarter. The following procedure should be used as a guide to meet these requirements:

14.6.1 Send a letter home to all parents prior to the last day of the first quarter indicating the purpose and format of the conferences. The letter should indicate that report cards will be sent home no later than the last day of the following week if the parent or teacher does not request a conference. Parents are to indicate by returning the lower portion of the letter if they do or do not wish an appointment.

1 14.6.2 Schedule an appointment for each parent who has so requested. Be certain that
2 reasonable effort is made to schedule conferences to meet the requirements of sixth grade
3 proficiency testing.

4 14.6.3 Teachers are to make additional efforts to contact those parents with whom they
5 feel a need to meet.

6 14.7 Unit members at Continuous School Program sites shall be allowed flexible duty
7 hours as approved by the Site Principal when their work stations are being utilized instructionally
8 by other unit members at the commencement of their respective tracks.

9 14.8 All bargaining unit members shall be provided with a color-coded copy of the
10 calendar agreed upon by the Association and the District.

11 14.9 Staff Development Days Buy-Out (SB 1193)
12

13 14.9.1 Participation in this program shall be clearly and explicitly voluntary on the part of
14 certificated bargaining unit members. Unit members shall not be required to make up the hours of
15 voluntary staff development days should they choose not to attend. If mandatory training is
16 offered on a voluntary staff development day, unit members will be provided other options for
17 obtaining the training in lieu of attending that day. Notwithstanding the above, once unit members
18 have been apprised of content, decisions or administrative directives issued during or developed
19 on voluntary staff development days, they will be held responsible for implementation.

20 14.9.2 This program shall be available to classroom teachers only as defined by the State
21 of California for reimbursement purposes under the program. If certificated bargaining unit
22 members who are ineligible for state reimbursement are authorized by the district to attend staff
23 development days, they will receive equivalent compensation or the day shall be part of their
24 normal work year.

25 14.9.3 Scheduling of staff development days shall be at the option of the site with
26 approval of the Governing Board. Both partial and full days may be used in site scheduling of not
27 more than the equivalent of three full days per eligible certificated bargaining unit member. Days

1 may be scheduled such that two or more partial days are identified (by program elements) to equal
2 one full day, provided that 14.9.6 below is met. Site administrators shall confer with affected
3 certificated site bargaining unit members regarding scheduling of staff development days under
4 this program. No recommended scheduling shall be forwarded to the Governing Board for
5 approval without a positive recommendation by 60% of the affected staff. Notwithstanding this
6 provision, should the site be unable to reach a 60% approval rate for any scheduling plan, the plan
7 with the highest approval rating shall be forwarded to the Governing Board for approval.

8 14.9.4 Compensation shall be at the rate of \$238 for each full day of attendance for
9 eligible bargaining unit members. Partial days of attendance shall be compensated on a prorated
10 basis.

11 14.9.5 The length of each full day of staff development under the staff development
12 buyout program shall be equivalent to a day of full-time regular instruction to be defined by the
13 standardized workday parameters (to be developed), exclusive of lunch.

14 14.9.6 Each site shall submit a tentative plan for scheduling of staff development days
15 under this program by June 30 of the prior school year. Should any changes be required during
16 the school year at least 30 days notice shall be given to the staff except in emergency situations.

17 14.9.7 It is the intent of the district that bargaining unit members receive 72-hour notice of
18 the Agenda for each staff development day.

ARTICLE 15
WORKDAY

15.1 Bargaining unit members shall be on site thirty (30) minutes prior to the first regular period of instruction. Unit members shall normally have their work stations open fifteen (15) minutes prior to the first instructional period.

15.2 Bargaining unit members shall work the number of hours necessary for the completion and fulfillment of instructional and professional responsibilities.

15.3 Within the workday, each bargaining unit member shall have one (1) uninterrupted duty-free lunch period. The lunch period shall normally be equivalent to the student lunch period, but in no case shall it be less than thirty (30) minutes, exclusive of passing periods.

15.4 Within the workday, each bargaining unit member with a teaching assignment shall be scheduled for one continuous preparation period. Bargaining unit members assigned to secondary schools shall be scheduled for a preparation period equivalent to the length of a student instruction period. Bargaining unit members assigned to elementary sites shall be scheduled for the annual equivalent of 40 consecutive minutes per day of preparation time. The District may schedule equal daily segments per week or daily preparation time which is less than 40 minutes to facilitate minimum day schedules from the annual allocation of preparation time.

When daily preparation time is less than 40 minutes (to facilitate minimum day schedules), mandatory meetings or activities for a bargaining unit member shall not exceed an average of 50% of the monthly preparation time on minimum days.

15.4.1 Re: Modification of Preparation Period Program for Grade 4/5 Teachers

Effective July 1, 2001, implementation of the physical education component of the Preparation Period Program for Grade 4/5 Teachers shall be held in abeyance.

The District and the Association agree to hold in abeyance, subject to annual review by the Grade 4/5 Enrichment Program Steering Committee, the year 4 (2003-2004) portion

of the Grade 4/5 Enrichment program as identified in the tentative agreement signed April 2, 2000 and discussed at 15.4.2.

As funds become available, the District will make every effort to restore any programs cut under this proposal. In addition, the District will actively seek grants to restore funding for these programs.

15.4.2 The District shall implement an additional 40-minute preparation period within the regular student instructional day for Grade 4 and 5 teachers not participating in the Class Size Reduction Program as follows:

Phase in over a 4-year period with 2000-2001 as year 1, as described in the following chart.

Year	Number of Prep. Periods per Week		Enrichment Program
Year 1 2000-2001	2 prep periods per week	<ul style="list-style-type: none">• 9 Additional Teachers• Enrichment Classroom• Equipment/Instruments for Music• Equipment for PE	<ul style="list-style-type: none">• Vocal/General Music• Physical Education
Year 2 2001-2002	3 prep periods per week	<ul style="list-style-type: none">• 8 Additional Teachers• Equipment for Science• Continued phase-in of Music/PE equipment purchases	<ul style="list-style-type: none">• Lab/Elementary Science
Year 3 2002-2003	3 prep periods per week	<ul style="list-style-type: none">• Continued phase-in of Music/PE/Science equipment purchases	
Year 4 2003-2004	4 prep periods per week	<ul style="list-style-type: none">• 8 Additional Teachers• Equipment for Science• Continued phase-in of Music/PE equipment purchases	<ul style="list-style-type: none">• 2nd day for Lab/Elementary Science

Specific elements and procedures of the program will be developed and implemented by a steering committee composed of five (5) teacher representatives appointed by the Association and five (5) District appointed representatives. Recommendations of the steering committee will be reported, in writing, to the Association 30 days prior to implementation.

Itinerant teachers providing instruction in this program will be scheduled for the same number of preparation periods as participating Grade 4 and 5 teachers.

1 This Preparation Period Program for Grade 4 and 5 teachers will normally begin on
2 the first day of the second week of school and will not be provided on minimum days.

3 15.5 Secondary bargaining unit members' instructional responsibilities shall include
4 student contact assignments consisting of instruction which shall not exceed five (5) periods when
5 organized in a 6-period day schedule. Bargaining unit members shall not normally be required to
6 teach more than three (3) subjects during any semester. The District shall attempt to assign
7 exceptions to the above on a seniority basis.

8 A. Each site may elect to restructure the student contact assignment to provide
9 planned instruction not normally to exceed 6 periods when organized in a 7 period day schedule.
10 Restructuring to a 7 period day will require a three (3) year commitment and a vote of the faculty
11 based on the following:

12 1. The site administrator will provide a tentative proposal for implementation
13 options under both 6 and 7 period day schedules for consideration by the faculty in the voting
14 process. Elements of the tentative proposal will include, but not be limited to, the number of
15 students per day, the length of instructional periods, proposed elective changes and possible
16 assignment changes. Significant substantive changes in the proposal, which were or should have
17 been predictable at the time of the vote, will provide a basis for grievance with the remedy limited
18 to a required revote.

19 2. 66% positive vote of the certificated staff, conducted by FTA.

20 3. After the 2000-2001 year, votes related to the implementation of the 7
21 period day shall be completed by February 15th.

22 B. Each site may elect to reorganize instructional time, when appropriate to
23 accommodate advisory or intervention programs designed to provide non-credit student services,
24 such as academic programs or block scheduling. Reorganizing instructional day for the aforesaid
25 purposes shall require a three (3) year commitment and a 66% positive vote of the faculty.

1 15.5.1 The District and the Association have agreed that, in certain situations, bargaining
2 unit members in the secondary schools may teach an additional period and be compensated at an
3 additional one-sixth (1/6) of the individual's pro-rata rate of compensation. This payment could
4 include pre-school preparation days and must include in-service/student non-attendance days and
5 any other days when the teacher could have been responsible for the students (except where the
6 unit member has made him/herself unavailable for service through leave of absence or other
7 unavailability for duty which is not related to the use of sick leave, personal necessity leave, jury
8 duty or mandated court appearance, bereavement or imminent death leave, or industrial leave or
9 illness leave.)

10 The following rules shall be applied in determining under what circumstances an
11 individual teacher may qualify for this arrangement; how the unit member shall be selected, and
12 for how long the individual may participate in this arrangement.

13 15.5.1.1. The District shall determine the staffing requirements at each secondary school and
14 the administration shall make every effort to employ the number of qualified teachers needed to
15 fill all positions vacant before any unit member may be used to teach any additional class.

16 15.5.1.2 The District shall not utilize this provision to replace or eliminate any teaching
17 positions.

18 15.5.1.3 The assignment of unit members to the teaching of an additional period with the
19 accompanying one-sixth (1/6) additional compensation shall be completely voluntary and shall not
20 occur until the one-sixth (1/6) additional period opportunity has been announced or posted at the
21 school for a period not less than 5 days. The following procedures shall be used for the
22 assignment of such additional periods of instruction:

23 A. Additional periods, which have been projected for the subsequent school
24 year, shall be posted at the school for five (5) days prior to June 15. All volunteers shall be listed
25 and ranked in their departmental seniority order. Assignments shall be based on the following
26 criterion listed in rank order:

1. Departmental seniority

2. School site seniority

3. District seniority

B. Additional periods which become available after June 15, and prior to the commencement of the subsequent school year will be posted for not less than five (5) days and announced at the first pre-school faculty meeting. Assignment of bargaining unit members to additional periods shall follow the criterion indicated in item "A" above.

C. Additional periods, which become available after twenty-five (25) days of student attendance, shall be assigned on the basis of availability to provide the required additional periods with the least disruption of the master schedule.

15.5.1.4 A unit member who teaches an additional class period shall do so for a maximum of one (1) year and preferably the assignment shall be limited to one (1) semester, when possible.

15.5.1.5 The unit member who teaches an additional class must have a daily preparation period and if it is at the end or beginning of the regular schedule, the individual shall be required to be present at the site.

15.5.1.6 The District shall make every effort to preclude the need for such additional assignments.

15.5.1.7 The District shall notify the Association whenever it becomes necessary to offer the individuals an additional class under the terms of this agreement.

15.5.1.8 Teachers with less than one year of classroom teaching experience shall not normally be given a one-sixth (1/6) position.

15.5.2 Every effort will be made to refrain from assigning more than three (3) preparations to secondary school teachers as per 15.5. A preparation shall be defined as any situation in which the bargaining unit member must specifically prepare lessons, lectures, tests or other activities for any class having a different course title.

1 15.5.2.1 Every effort will be made not to create combination classes except where class size
2 forces such action or where the leadership councils recommend some type of developmental
3 program.

4 15.6 When a school implements full inclusion with its special day class students, the
5 District will consider those students as part of the District ratio of that teacher's class.
6 Additionally, every effort will be made to have an additional adult (teacher or aide) in the
7 classroom for the major portion of the day.

8 15.7 Elementary teachers of combination classes will be provided a salary stipend of
9 \$500.00.

10 15.8 Unit members shall not be required to teach a split schedule.

11 15.9 Elementary bargaining unit members shall receive compensatory time whenever
12 instruction or supervision time is extended due to an "inclement weather" schedule. The site
13 administrator, in the exercise of his sole discretion, will determine whether or not inclement
14 weather exists. The site administrator shall establish an inclement weather schedule that defines
15 the amount of compensatory time involved. Compensatory time shall be equal to actual additional
16 instruction or supervision time. The compensatory time will be taken during the next available
17 planning period. Each school will publish annually a written procedure for classroom coverage
18 providing each regular classroom teacher or special education teacher a health and welfare break
19 during inclement days when normal recess breaks have been canceled. For purposes of this plan
20 the use of partner teacher or "buddy coverage" is one appropriate method.

21 15.10 The District may, from time to time, assign unit members duties which might
22 extend beyond the normal professional day. Such duties and obligation include:

23 15.10.1 Faculty meetings shall not normally exceed one (1) hour in duration. Under normal
24 circumstances mandatory meetings (including staff meetings, grade level meetings, articulation
25 meetings, and required site staff development events) at Elementary sites shall be scheduled on
26 minimum days. It is the intent of the District that these meetings on minimum days shall not

normally exceed the established release time of the bargaining unit member. The following shall be exceptions to the 50% rule (reference 15.4):

1. Meetings resulting from duties voluntarily undertaken by the unit member.
2. Meetings regarding individual student discipline, complaints or learning problems/progress.
3. Meetings which take place on release time.
4. Contacts with Mentors/BTSA/PAR Teachers.

15.10.1.1 The District shall, in collaboration with the FTA, establish a system to monitor and report on a quarterly basis (beginning January 30, 1999), the number and type of mandatory meetings affecting members of the certificated bargaining unit except those identified in items 1-4 above (15.10.1). On a quarterly basis, and at the request of the Association President or designee, the Superintendent or designee shall meet with the Association to discuss any specific concerns arising out of said reports. The District shall agree to reconsider language as proposed in 15.10.1 in the bargaining for the 1999/2000 year on the basis of information developed in this monitoring system.

15.10.2 In-service meetings

Faculty meetings and in-service meetings during prep days shall not exceed three (3) hours in duration.

15.10.3 Open House and Back-to-School Night.

15.10.4 Conferences with administrators shall normally be held during the unit member's preparation/conference time with prior notice if practical.

15.11 Mandatory uncompensated adjunct duties, including but not limited to, campus supervision and bus duty, shall be equitably distributed. To the extent possible, supervision duties other than yard duty shall be assigned with consideration of staff preferences.

The District will continue to seek a remedy to alleviate elementary teachers (grades 1-5, including K/1 combination) having to perform supervised duties during the day except during

1 inclement weather. A Joint Task Force was established to seek a timely and economic means to
2 relieve elementary teachers from having to perform supervised duties during the day, except
3 during inclement weather. As per the Joint Task Force and Memorandum of Understanding dated
4 May 8, 1996, all Elementary School sites will be provided four (4) hours per day of student
5 supervision support staff. None of the people employed shall work more than 2.75 hours per day.
6 They will be paid at the same rate as Noon Duty/Breakfast Aide duty aides (minimum wage).
7 Each school site will create their own plan for getting the optimum amount of student supervision
8 time from those hired. The sole intent of this is to eliminate and/or reduce the maximum number
9 of supervised duties certificated staff members have to do outside of the classroom. It is
10 understood that a backup schedule will be in place in the event of an absence of these aides. The
11 student supervision support staff shall be hired and trained for the opening of each site each year.

12 15.12 General supervision of student activities, such as dances, performances and athletic
13 events, shall be voluntary to the extent possible.

14 15.13 At continuation high schools, teachers shall make home visits as part of the regular
15 teaching assignment, provided the number of hours worked per day shall not exceed those of
16 Fontana High School. Mileage for the use of personal automobiles in making home visits shall be
17 reimbursed pursuant to Article 19. At the discretion of the site administrator teachers may be
18 assigned to make routine phone calls to students regarding absence in lieu of home visits.

19 15.14 Bargaining unit members shall not normally be asked to substitute for other unit
20 members. Secondary unit members, drawn from a pool of volunteers, shall be compensated for
21 period substitutions at the rate of one (1) hour of certificated hourly rate for all period
22 substitutions. Elementary unit members shall not normally be required to substitute for other unit
23 members. In urgent circumstances, other certificated personnel may act as substitutes.

1 15.14.1 When elementary unit members are required to substitute for other unit members,
2 they shall be compensated for all substitutions. Compensation will be based on the following
3 formula, with full-day substitution being defined as six (6) hours per day:

$$\frac{\begin{array}{l} \text{\# hours sub x hourly rate} \\ \text{to nearest half hour} \end{array}}{\begin{array}{l} \text{\# of sub unit members} \end{array}}$$

8 15.15 Persistent Vacancy

9 This agreement is established to provide services to students in classrooms where a persistent
10 vacancy exists due to the district's inability to hire a qualified employee to provide the designated
11 curriculum. In such a circumstance, existing agreements allow the district to use the 1/6th contract
12 extension to provide appropriate teacher staffing until the vacancy can be filled by hiring a
13 qualified teacher. However, in some instances the 1/6th contract extension cannot be used due to a
14 variety of factors. In these instances a "persistent vacancy" may be declared in which it is
15 anticipated that substitute teachers will be necessary for a lengthy period of time prior to filling the
16 vacancy. When a "persistent vacancy" is declared, the following procedures may be used to
17 alleviate the negative impact on students:

18 1. Fully qualified teachers (with appropriate credentialing for the class/classes
19 affected by the vacancy) will be offered the opportunity to accept additional assignments to
20 prepare or advise on the preparation of lesson plans and to grade student work and /or assign term
21 grades.

22 2. Compensation for the duties indicated in clause 1 (above) shall be at the
23 hourly per diem rate and shall be submitted on an hourly time sheet.

24 3. The assignment of consultation on lesson plans or preparation of lesson
25 plans will be authorized for not to exceed 3 hours per week (time submitted shall be actual time
26 worked, not an automatic allocation for the assignment.)

1 4. The assignment of grading work and determining term grades shall be
2 authorized for actual time worked, with administrative oversight to insure that time claimed is
3 within reasonable expectations given the subject and tasks involved.

4 5. Multiple staff members may be involved in fulfilling these duties for each
5 declared “persistent vacancy” depending on the circumstances at the individual site. However, all
6 teachers will follow a common grading standard which shall reflect department standards or
7 standards developed by the teacher assigned to the lesson planning function.

8 6. Notwithstanding the above arrangements, whenever work assigned can be
9 graded through computer scanning or with the use of an answer key, such work will be graded by
10 the substitute teacher. In these cases the grades for each period of instruction shall be given to the
11 teacher assigned to provide term grades for that class period and such grades shall be included in
12 the computation of term grades.

13 7. Selection of teachers for assignments pursuant to section 15.15 will be at
14 the discretion of the site administrator.

15 15.16 The District agrees to meet and negotiate with the Association prior to the
16 development of any plan to extend the instructional day.

17 15.17 The District shall make every effort to schedule parent conferences for I.E.P.’s,
18 proficiency exams, A & T meetings, annual review meetings, S.A.T. and other parent meetings
19 required by PL94-142 or AB-65 during the conference period of bargaining unit members.

20 15.18 Unit members shall not be assigned duties normally performed by custodial and/or
21 maintenance staff members.

22 15.19 RSP teachers and LSH teachers assigned to an extended contract to provide
23 services at multi-track schools shall be assigned a workday equal to the length of the workday of
24 other full-time bargaining unit members assigned to the multi-track site. Therefore, extended
25 work year RSP teachers and LSH teachers assigned to multi-track schools will be assigned a work

calendar which is reduced equally to that of bargaining unit members assigned to multi-track schools.

15.20 Definitions – Classroom Sharing

1. Roving Model: Roving is a system at the elementary level in which identified teachers move to a new classroom each time a track ends. At the secondary level roving is a system in which a teacher has no assigned classroom and teaches in two or more classrooms daily.

2. Rotation Model: Rotation is a system in which Continuous Schools Program (CSP) teachers are organized in clusters and each teacher in the cluster moves to a new classroom at the end of each track.

15.20.1 Every effort shall be made to exempt the following unit members from a required classroom share assignment: first year inexperienced unit members, SED and SH teachers and unit members who are referred PAR participants. In the event that the aforesaid bargaining unit members are required to participate in a classroom share arrangement they shall not be assigned to serve as the roving classroom in a roving model. Notwithstanding the above, if a first year inexperienced teacher is assigned to rove due to the need to create the class or assign a teacher to the class after the beginning of the school year, the teacher shall be exempt from roving for the following school year.

15.20.2 When overcrowding requires that more than one unit member be assigned to a classroom (except kindergarten and special education teachers providing pull out services) each CSP site or room sharing team shall decide annually between a roving or rotation model in an informal election conducted by the site administrator and the FTA building representative. The election shall be based on a plan for team assignments and facility assignments identified by the principal. In the event of a tie, the principal shall cast the deciding vote. If the FTA raises a challenge or concern to the validity of the vote, the Fontana Teachers Association shall be allowed to examine the ballots and/or re-conduct the vote as necessary.

1 15.20.3 CSP (K-5-Roving/Rotation)

2 Volunteers for roving assignments shall be solicited and volunteers shall be used to
3 the extent practicable. When non-volunteers must be utilized for roving assignments, these
4 assignments shall be equitably distributed over a period of years.

5 15.20.4 Each Continuous Schools Program (CSP) site using roving classroom assignments
6 shall develop a plan to provide relief from such additional duties and responsibilities as shall be
7 possible, given consideration of the size of the school and the safety and welfare of students.
8 Among those assignments considered in the development of the plan shall be adjunct/student
9 supervision duty, room environment responsibilities, committee chair assignments, and other club
10 or program responsibilities.

11 The District shall be responsible for storing and moving one (1) rolling book cart
12 and two (2) large pieces of furniture, such as lockable rolling cabinets, lockable file cabinets
13 (which may include one (1) lockable rolling cabinet and one (1) lockable file cabinet or two (2)
14 lockable rolling cabinets). Each roving unit member shall be provided a workspace which
15 includes: a locking desk, as well as access to a faculty phone and computer workstation. Non-
16 consumable materials such as books, kits and materials shall be assigned to each classroom.

17 15.21 Secondary Rovers (6-12) Classroom Sharing

18 Volunteers shall be assigned first. After all volunteers have been utilized, further
19 classroom sharing shall be equitably distributed. Every effort shall be made such that no unit
20 member shall be required to classroom share two consecutive years/terms. Every effort shall be
21 made such that no unit member shall be required to classroom share more than 2 periods per
22 instructional day provided however that this requirement shall not be interpreted to require an
23 increase in the number of roving teachers. Every effort shall be made to ensure the close
24 proximity and subject compatibility of assigned rooms.

25 15.21.1 Each unit member involved in a classroom share shall be provided a workspace
26 which shall include: a locking desk and a locking filing cabinet, as well as access to a faculty

phone and computer workstation. Basic supplies, which are normally made available by the school, shall be made available in each room used in a classroom share assignment.

15.22 Any innovation, (other than provided for in section 15.5) including, but not limited to, changes to the workday, requested by a specific site must have staff approval consisting of a 75% positive vote by secret ballot of the bargaining unit members assigned to the site in an election conducted by the Association at that site. Any innovation is contingent upon approval of both the Executive Board of the Association and the District in a written Memorandum of Understanding and Agreement after considering the impact on the Collective Bargaining Agreement, Board Policy, Education Code and/or past practice. Any innovation shall not result in an increase in student contact minutes exclusive of passing periods.

15.23 KINDERGARTEN CLASS SIZE REDUCTON

15.23.1 Definitions

“Option 1” is a full day (200 instructional minutes) in a 20:1 student/teacher ratio.

“Option 2” includes an additional half day (100 instructional minutes) assignment for each kindergarten classroom.

“CSR” is the abbreviation for Class Size Reduction.

“Basic Assignment Kindergarten Teacher” shall be defined as the kindergarten Teacher of Record who is assigned all the students during the 200-minute kindergarten instructional day.

The “CSR Kindergarten Teacher” shall be defined as the additional teacher(s) who provides the 100 minutes of Language Arts and Math instruction to a portion of the kindergarten class not to exceed a student/teacher ratio of 20:1.

15.23.1.1 Basic Kindergarten Workday

The basic kindergarten workday shall be comprised of the following components:

1. 200 minutes of student contact instructional time
2. 100 minutes CSR shared time to be used in math and language arts programs

3. Ed. Code time allocation of 30 minutes before beginning of school day
4. 40 minutes daily preparation period
5. 30 minutes of additional time which may be used for supervision of kindergarten students before and after the student day, planning for the kindergarten program, or other kindergarten activity scheduled or assigned by the principal or mutually agreed by the kindergarten teacher and principal.

For CSP schools attending on a 175 day student calendar, the student contact times noted above shall be adjusted proportionately in accordance with the State waiver agreement which authorizes the 175 day school year for CSP (multi-track) school instead of the required 180 day school year for traditional and single track schools.

15.23.1.2 It is the intent of both parties that each school shall develop a plan to provide for a “health and welfare” break from student contact duties for each Kindergarten teacher approximately consistent to that available to teachers of grades 1-5. A variety of strategies may be used to implement such a release from student contact duties within the instruction day provided that the specific plan used by each school is approved by the district and is consistent with applicable law and policies of the Governing Board. In order to assist the schools in providing this break, the basic daily allocation of “yard duty” personnel to each school which is used to release teachers from daily “yard duty” assignments during student recesses shall be increased by 30 minutes (for a total of 4.5 hours).

15.23.2 OPTION ONE PROCEDURES

The district and association agree that the implementation of Class Size Reduction (CSR) strategies is a priority element of the educational program. It is, therefore, the intent of the district that schools, which have been able to implement Option 1 class size reduction programs due to available facilities, will not arbitrarily or capriciously eliminate such programs subject to the following conditions:

1 A. All Kindergarten Option 1 program decisions are contingent on availability of
2 facilities. If facilities become unavailable due to enrollment, necessary movement or
3 unavailability of facilities or safety or space requirements, the use of Option 1 in Kindergarten
4 may have to be discontinued.

5 B. The district will not approve arrangements whereby only some of the kindergarten
6 classrooms at any school are in planned Option 1 configurations. Absent extraordinary approved
7 program arrangements, schools will be approved only for full implementation of Option 1
8 arrangements in all kindergarten classrooms.

9 15.23.3 OPTION TWO PROCEDURES

10 15.23.3.1 Option Two – Facilities

11 In the event the District finds it necessary to alter the kindergarten program from
12 Option 1 to Option 2, the District will, to the extent possible, ensure that all kindergarten teachers
13 are provided traditional kindergarten teaching facilities or locate their classrooms as close to
14 restroom facilities and drinking fountains as feasible.

15 15.23.3.2 Minimum Day Compensation (Option Two)

16 Those Kindergarten teachers who are unable to be released from their “CSR time”
17 obligations (100 minutes per day assignment to another Kindergarten class for class size reduction
18 purposes or staggered day arrangements) will be compensated annually for two minimum days at
19 per diem rate of pay for the end-of-semester minimum days which cannot be included in their
20 workday.

21 Those Kindergarten teachers who can be released from the daily 100 minutes
22 without violating the CSR requirements will be released from the “shared time” or other 100-
23 minute instructional responsibility on the end-of-semester minimum days.

24 15.23.3.3 Parent Conference Procedures

25 Basic Assignment Kindergarten teachers who have more than 20 students enrolled
26 at the time of the first quarter parent conferences shall have an increase in authorized additional

1 compensation for parent conferencing duties from 7.5 hours to 10 hours at per diem rate of pay.
2 Basic Assignment Kindergarten teachers who have 20 or less students will be ineligible for
3 additional compensation in connection with parent conferencing but will be released from their
4 shared time or other 100 minute per day additional instructional responsibilities during the
5 scheduled parent conference week. The only exception to this shall be Option 1 Basic Assignment
6 Kindergarten teachers who have a required “CSR time” assignment in Kindergarten due to
7 unusual circumstances.

8 The Basic Assignment Kindergarten Teacher will have the option of scheduling
9 these parent conferences during any portion of their normal work day (excluding student contact
10 time) and deferring duties normally performed in non-student contact hours to non-workday time
11 and non-work locations. Notwithstanding such deferral or relocation of duties, each Basic
12 Assignment Kindergarten Teacher will be allowed to submit the additional assignment time for
13 parent conferences as indicated above.

14 15.23.3.4.1 Planning Procedures

15 The planning process is expected to be participatory involving the site
16 administrator and kindergarten faculty. While all possible solutions and proposals shall be
17 considered, the principal will have the final authority with regard to the models to be used at each
18 individual school for the implementation of kindergarten class size reduction.

19 15.23.3.4.2 If a conflict occurs at a site which is not resolved by school site procedures, the
20 FTA President and Assistant Superintendent, Personnel Services, will meet with the
21 administration and the planning committee of the school to discuss and consider the conflict.
22 However, final approval of the kindergarten plan for each school will remain with the principal.

23 15.23.3.4.3 After each school has identified the model or models which will be used to
24 implement class size reduction at that individual site, decisions with regard to the assignment of a
25 CSR model to an individual teacher/classroom will be governed by the following:

1 1. Feasibility given scheduling, staffing, program elements, and other
2 restraints.

3 2. A model will not be considered feasible if the use of that model in an
4 individual assignment (grade level and track) requires that one currently-assigned teacher “bump”
5 another currently-assigned teacher from his/her grade/track assignment.

6 3. After feasibility issues have been resolved, if discretion exists with regard
7 to the assignment of models to individual teachers, such assignment will be based on teacher
8 preference. Teacher preference will be considered on the basis of:

9 (1) grade level seniority, (2) site seniority, (3) district seniority.

10 If an individual school has developed a viable model that is not contained in this
11 agreement, the school will be given the opportunity to jointly consult with the FTA President and
12 Assistant Superintendent, Personnel Services. Should such model receive district approval,
13 compensation will be proportionate based on the model contained in this agreement (using average
14 increase in required student contact minutes as the basis for increased compensation), and the FTA
15 President will have the power to agree to a compensation plan on behalf of the Association.

16 For Option 2 only, Basic Assignment Kindergarten Teachers and CSR
17 Kindergarten Teachers will both be paid for an additional 1 hour per week joint planning period at
18 their (per diem) hourly rate.

19 15.23.3.4.4. The Option 2 models listed below and existing workday models will be used to
20 accomplish kindergarten CSR. In individual classes where none of the existing or modified
21 models will fully accomplish Option 2 requirements, class size reduction may be deferred for one
22 year so that additional strategies can be researched and developed. The issue of feasibility will be
23 analyzed solely on the basis of program facilities and scheduling.

24 Notwithstanding the above, the basic kindergarten workday, with 200 minutes of
25 student contact time and 100 minutes shared time, will be a model used in all schools, even if

scheduling problems prevent full implementation of class size reduction and eligibility for incentive funding.

15.23.3.4.5 Kindergarten teachers who do not wish to participate in the specific plan developed by their site will have the option to consider requests for reassignment and transfer. Administrators are strongly encouraged to work cooperatively to resolve such situations.

If a kindergarten teacher does not wish to participate in the kindergarten CSR program, the administrator shall announce an anticipated kindergarten vacancy to all staff members and shall determine if reassignment to an existing or anticipated vacancy is appropriate, as per Article 8 of the Master Contract. If no appropriate vacancy is available at the current site, the kindergarten teacher may request transfer to an acceptable assignment at another site, as per Article 8 of the Master Contract.

15.23.3.4.6 The selection of the appropriate models for kindergarten CSR at each individual site will be an annual process, and decision-making described herein will take place at least on an annual basis.

15.23.3.5 Scope of Responsibility for Cooperating Teachers - The basic assignment kindergarten teacher, and Kindergarten CSR teacher(s) shall mutually develop a responsibility plan for implementing the language arts and mathematics portions of the kindergarten program.

If the parties are unable to come to consensus on an issue(s) they shall meet with the Site Administrator who will assist them on developing an acceptable plan. The Site Administrator shall give primary consideration to the continuity of the Basic Assignment Kindergarten Teacher's program and classroom plan.

In the event a problem arises once the plan has been implemented, all parties will meet to resolve the plan. If mutual agreement, which is acceptable to the site administrators, cannot be reached, the site administrator will have the final authority to resolve disputes. Such resolution shall be reduced to writing.

15.23.4 Approved Models (Option 2)

NOTE: In all models, student contact time while kindergarten classes are staffed at the 20:1 student/teacher ratio must be used in the language arts and mathematics programs.

Staggered Day Kindergarten Model

The staggered day kindergarten model requires only one teacher but accomplishes the 20:1 ratio by using a “staggered day” for students. A sample of such workday is indicated below:

SAMPLE WORKDAY:

7:30	Teacher arrival
8:00 - 9:40	Group 1 (language arts and math)
9:40	Group 2 arrives
9:40 - 9:55	Motor Skills and “Transition Time” for both groups together
9:40 - 12:00	Groups 1 & 2 together
11:15 - 11:55	Lunch (teacher and students)
11:55 - 12:00	Transition (exit Group 1)
12:00 - 1:40	Group 2
1:40 - 2:50	Teacher Prep and Unstructured Time

This model may have limited application because it requires that the kindergarten classroom be available for the full day without sharing.

ARTICLE 16

CLASS SIZE

16.1 The Association and the District will jointly establish a standing committee, meeting on a monthly basis to monitor instances of excess class size at individual schools. The committee will agendize a review of specific site overloads on request. An overload is established when a class is in excess of the guidelines established in sections 16.2 and 16.3. Committee membership will include the Association president and one appointed representative of the Association, the Assistant Superintendent, Educational Services and the Assistant Superintendent, Personnel. When individual overloads are discussed, the site principal or designee and building representative will be ad hoc members of the committee.

The committee shall review the reasons for cases of excess class size limits, the alternatives available to alleviate the situation and make recommendations to the Superintendent for action. The committee will jointly develop a format for the reporting of cases reviewed and recommendations to the Superintendent.

The Superintendent shall state in writing her/his decision(s) and send copies to the Association, the principal of the affected school site and the teacher(s) involved.

The following staffing ratios shall go into effect as follows:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
K – 5	30:1	30:1	29:1(a)
6 – 8	30:1	29:1	29:1
9 – 12	28:1	28:1	27:1(b)
Staffing ratio for Continuation High Schools to be 80% of enrollment staffed at 22:1.			

(a) As the cost for additional portables may make this proposal prohibitive, the District will work with the Association to lower class sizes.

(b) This staffing ratio will be based on the estimated enrollment figures at the beginning of the second semester of each school year.

16.2 The following language will be implemented as of the beginning of second semester of the 1998-99 school year.

The following are class size maximums:

K (CSR)	20:1
1-3 (CSR)	20:1

The above class sizes apply to classes covered by the state-supported “Class Size Reduction” program and these ratios will be automatically removed from the agreement if the state withdraws the program.

The following classroom pupil-teacher ratios are agreed to as guidelines for establishing reasonable student group compositions with classrooms:

	<u>Target Ratios</u>	<u>Maximum Class</u>	<u>Maximum 5 Period Load</u>
K (Non-CSR)	29:1 (a)		
Grades 4-5	32:1 (a)		
6 th -12 th Departmentalized: Basic/Advanced	30:1		
6 th – 12 th Departmentalized: Academic	35:1	37:1 (b)	175 (b)
Special Day Class (on average)	15:1		
Continuation High School (All classes except P. E.)		26:1 **	110 **

**Maximum Class Size (for all regular classes with the exception of Physical Education) for Continuation High School per period to be 26 students in attendance.

**Maximum 5 period load will be 110 students in attendance per day.

(Note: **refers to the clause on page 79 at line 1 establishing the financial penalties for exceeding these maximums.)

The District will establish a committee to monitor class size in secondary physical education classes. The Association will appoint member(s) to serve on this committee.

(a) For teachers in grades K-5, should the District exceed a maximum of 33 students per class the remedy shall be financial compensation to the bargaining unit member based on a pro-rated per diem basis per student until the class no longer exceed the 33 maximum.

(b) Should the District exceed this maximum teacher load or one period maximum, the remedy shall be financial compensation to the bargaining unit member on a prorated per diem basis based on a one-sixth (1/6) additional period assignment until the maximum teacher load is reduced below the respective maximum.

16.3 Non-academic secondary classrooms including, but not limited to, art, music, shop, speech, business, home economics and physical education, shall comply to the physical facilities, supplies and equipment.

16.4 The class size committee will review efforts made by the District to maintain class sizes at target ratios. Any class exceeding the target ratio for more than twenty (20) calendar days will automatically be referred to the Class Size Committee for review and possible resolution.

16.5 Continuation high school pupil-teacher ratio shall follow the requirements of the California Education Code small school staffing formula.

16.6 The District may exceed the staffing ratios established in this Article when the revenue from the State is reduced or other financial constraint makes the retention of these guidelines impossible.

16.7 Each school shall attempt to program students in such a manner as to equalize the student group compositions within classrooms.

16.8 Special Education full inclusion model, see section 15.6.

16.9 Understanding that the district now has a significant number of vacant positions in RSP and SDC positions which have proven extremely difficult to staff with qualified employees and that recruitment efforts to fill these vacancies will continue to be an extremely high priority for the district, the Fontana Unified School District ("District") and Fontana Teachers Association ("Association") have agreed to the following measures to compensate bargaining unit members assigned to RSP or SDC positions for duties related to excess caseloads:

1. For the purposes of this agreement the "basic caseload" will be 28 students for RSP and 18 students for SDC teachers. (Basic caseload for RSP teachers with extended-year

1 assignments will be 31.) “Excess caseload” will refer to those students in excess of the “basic
2 caseload” with existing IEPs (expired or current).

3 2. Acceptance of additional compensation/duties will be voluntary on the part of
4 teachers.

5 3. District and site administration will work with each school to develop a plan to
6 alleviate student needs or compensate special education teachers assuming duties as a result of
7 excess caseload. Compensation methods will include the use of 1/6th contract extension and
8 hourly per diem rate compensation for additional duties with the proviso that no individual
9 employee may receive both methods of compensation. Assessment duties in connection with the
10 development or update of IEPs, IEP development, and related meetings will be compensable when
11 performed for excess caseload students. Compensation for assessment or meetings in connection
12 with student study team referrals is specifically excluded from this agreement.

13 4. Where compensation is related to excess caseloads caused by vacant positions, see
14 section 15.15.

ARTICLE 17
SAFETY CONDITIONS

17.1 The District shall provide a place of employment, which is as safe as the nature of employment and assigned duties reasonably permit. Unit members shall not be required to perform duties under unsafe working conditions.

17.2 DISTRICT SAFETY AND HEALTH COMMITTEE

The Association shall have the right to appoint up to three (3) representatives to the District Safety and Health Committee. Agendas of the committee may be structured by the committee.

Any guidelines recommended by this committee shall be consistent with Federal, State and local laws as well as the terms and conditions of this Agreement.

17.3 SAFETY AGENCY REPORTS

17.3.1 The District shall, upon receipt of a recognized agency inspection or other alleged violation, deliver a copy of said correspondence to the District Safety and Health Committee for consideration within three (3) working days.

17.4 STUDENT BEHAVIOR

Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided further that the unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious injury in order to protect another employee or students from an assault.

17.5 HOME VISITS

No unit member shall be required to enter the home of a parent or to otherwise meet with a parent at an off-campus location when the meeting may be a danger to the safety of

1 the unit member. A unit member may determine that a meeting with a parent may result in a
2 detriment to the student's instructional program. In either instance, the unit member shall report
3 the circumstances to the immediate supervisor, who shall either authorize an alternate parent
4 contact method, provide for a safe teacher/parent meeting or relieve the unit member of the
5 obligation to meet with the parent.

6 17.6 ORIENTATION MATERIAL

7 As a part of the annual District orientation, a copy of any Board policies or
8 administrative procedures then in effect regarding student discipline, corporal punishment and
9 suspensions shall be furnished to each new unit member. This information shall also be furnished
10 to each unit member upon implementation of this Agreement and shall be updated as changes
11 occur. Student discipline shall be in accordance with District policy.

12 17.7 DISTRICT RESPONSIBILITIES

13 Upon request of a unit member, the District shall provide for the defense of any
14 criminal charges or tort or other civil action or proceedings brought against the unit member, in his
15 official or individual capacity or both, due to an act or omission in the scope of his employment as
16 an employee of the District.

17 Notwithstanding the above, the District may refuse to provide for the defense of an action or
18 proceeding brought against a unit member if the District determines that:

19 17.7.1 The act or omission was not within the scope of his/her employment; or

20 17.7.2 The unit member acted or failed to act because of actual fraud, corruption or
21 malice.

22 17.8 EMPLOYMENT DEFINED

23 As used in this Article, "employment" shall include assigned duties and activities
24 approved by the administration which involves student activity.

1 17.9 TUBERCULOSIS EXAM

2 Employees shall be required to provide evidence of examination of tuberculosis
3 every two (2) years as required by Education Code 49406.

4 When a unit member is required by the District to undergo a tuberculosis
5 examination, said examination shall be at the District's expense.

6 17.10 It is recognized that the presence of a site administrator while students are present
7 on campus is an important component of school safety. The District will make reasonable efforts
8 to ensure administrative coverage.

9 When the use of a non-management administrative designee is scheduled for 50%
10 or more of the student instructional day, the administrative designee will be offered substitute
11 coverage for his/her basic assignment.

12 17.11 School sites will work with their staff, annually, to analyze the safety conditions at
13 duty stations at each site and each principal shall issue a written report to the Superintendent
14 within 60 days after the beginning of the school year to indicate steps taken by the site to correct
15 any safety concerns. The Safety and Risk Management Office will review each plan to identify
16 extraordinary circumstances which will be referred to the Superintendent for additional
17 consideration.

18 17.12 The District shall pay the unit member's deductible to a maximum of \$250.00 for
19 damages resulting from vandalism or accidents on district property where the unit member is not
20 at fault.

ARTICLE 18
ORGANIZATIONAL SECURITY

18.1 MEMBERSHIP DUES AND REPRESENTATIVES

18.1.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

18.1.2 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one (1) lump sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in California Government and Education Code and the Educational Employment Relations Act.

18.1.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to one (1) of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501© (3) of Title 26 of the Internal Revenue Code:

18.1.3.1 American Cancer Society.

18.1.3.2 Fontana Teachers Association Scholarship Fund.

1 18.1.3.3 United Way of Fontana Area

2 18.1.3.4 Children's Service Fund for the Fontana Unified School District. Such payment
3 shall be made on or before October 18 of each school year.

4 18.1.4 Proof of payment and a written statement of objection, along with verifiable
5 evidence of membership in a religious body whose traditional tenets or teachings object to joining
6 or financially supporting employee organizations, pursuant to paragraphs 18.1.3 above, shall be
7 made on an annual basis to the Association as a condition of continued exemption from the
8 provisions of paragraphs 18.1.1 and 18.1.2 of this Article. Payment shall be in the form of
9 receipts and/or canceled checks indicating the amount paid, date of payment and to whom
10 payment in lieu of the service fees has been made. Such proof shall be presented on or before
11 October 30 of each year to the Association.

12 18.1.5 With respect to all sums deducted by the District pursuant to the paragraphs above,
13 whether for membership or dues or agency fee, the District agrees to remit as soon as practical
14 such monies to the Association accompanied by an alphabetical list of unit members for whom
15 such deductions have been made, categorizing them as to membership or non-membership in the
16 Association and indicating any changes in personnel from the list previously furnished.

17 18.1.6 The Association agrees to furnish any information regarding membership status
18 and any other information need by the District to fulfill the provisions of this Article. Such
19 information shall be updated on a monthly basis.

20 18.1.7 The Association agrees to hold the District harmless pursuant to Appendix H of this
21 Agreement.

ARTICLE 19
MILEAGE REIMBURSEMENT

19.1 Unit members who are assigned to more than one (1) school per day shall, upon request, be reimbursed for all assigned travel at the current IRS business rate for mileage between the first assigned location at the beginning of the workday and the last assigned location at the end of the workday; provided, however, that the unit member has received prior written approval for such travel and provided further that such mileage does not exceed the District's mileage charts. Such reimbursed schedule shall be adjusted annually on or about July 1.

19.2 Unit members who are required to use their personal automobiles for District business shall be reimbursed, upon request, for required travel subject to the following condition:

The unit member must have received prior written approval from the site administrator, or designee, for any such travel.

ARTICLE 20
PROFESSIONAL GROWTH

20.1 This Article applies to those unit members who acquire an initial clear multiple or single subject teaching credential after August 31, 1985, as provided in Education Code Sections 44250, 44251 and 44277.

20.2 Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985 or on the date that a credential is issued after September 1, 1985.

20.3 Each unit member who obtains a clear credential after August 31, 1985 shall develop a professional growth program which shall be consistent with requirements of laws and regulations adopted pursuant to law. Acceptable activities include, among others defined by the Commission on Teacher Credentialing, two (2) or more of the following: the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs or staff development programs; service as a mentor teacher pursuant to Section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in educational research or innovation efforts. Prior to the development of a professional growth program, the District shall give to each unit member affected a copy of the Rules and Regulations adopted by the Commission on Teacher Credentialing pursuant to the law.

20.4 It shall be the responsibility of the unit member to:

20.4.1 Develop and plan his individual professional growth program, subject to prior approval of the unit member's immediate supervisor, or designee, or a District appointed

professional growth advisor. Such plan shall be subject to review and revision. The same procedure shall be followed with respect to amended plan(s) developed by the unit member. All plans shall be approved or disapproved within ten (10) working days of submission.

20.4.2 Participate in at least fifteen (15) hours of acceptable activity each year of the five (5) year plan, unless the one hundred fifty (150) clock hours have already been satisfied.

20.4.3 Submit to the immediate supervisor, no later than June 1 of each year during the five (5) year plan, on District prescribed multiple copy forms, a report setting forth the acceptable activities engaged in during the previous year including the number of hours of each activity.

20.4.4 Take full responsibility for the submission, accuracy and truthfulness of all reports relating to acceptable activities and the hours engaged therein as provided in Section 3 above.

20.4.5 Participate in minimum of one hundred fifty (150) hours of acceptable activities in accordance with the professional growth program during the five (5) year period. Notice of full or partial compliance with the requirements of the five (5) year program shall be submitted by the unit member in writing to the immediate supervisor no later than ninety (90) calendar days prior to the expiration of the five (5) year period.

20.5 The parties agree that the dispute resolution procedure utilized in this Article shall be provided by the Commission on Teacher Credentialing rather than Article 6, Grievance Procedure.

ARTICLE 21
MENTOR TEACHER PROGRAM

21.1 MENTOR TEACHER SELECTION COMMITTEE

21.1.1 Mentor Teacher Selection Committee shall be established through a selection process by the Fontana Teachers Association and the District. The nomination of mentor teachers for the 1998-99 school year shall be accomplished by nominating two committees, one selecting mentors to serve elementary teachers, one selecting mentors to serve secondary teachers. For subsequent years consideration shall be given to the expansion of the two committee structure to a possible three-committee structure, based on mutual consent.

21.1.2 Composition of the Mentor Teacher Selection Committee:

21.1.2.1 The Elementary Mentor Selection Committee shall be composed of three (3) elementary school classroom teachers and two (2) administrators.

21.1.2.2 The Secondary Mentor Teacher Selection Committee shall be composed of one (1) middle school classroom teacher, one (1) high school classroom teacher, and (1) "at large" secondary classroom teacher, and two (2) administrators.

21.1.2.3 Alternate members for each position above shall be designated by the Fontana Teachers Association or the Board of Education respectively.

21.2 SELECTION PROCESS OF THE MENTOR TEACHER SELECTION COMMITTEE

21.2.1 Teacher Membership

The teacher membership of the committee(s) shall be established through an election process coordinated by the Fontana Teachers Association.

21.2.1.1 Eligibility for election to the mentor Teacher Selection Committees shall be based on the following criteria: a) permanent status in the Fontana Unified School District; b) five (5) years teaching experience; c) committee members must spend a minimum of sixty percent (60%)

of their regular workday in direct instruction of their regularly-assigned pupils. (Education Code Title 5, 11256c)

21.2.1.2 In the event a classroom teacher member resigns or is unable to complete his/her term, applications or the vacant position will be sought and an election will be processed in accordance with the Association procedure. In the interim, the alternate classroom teacher member at the appropriate level shall serve, as needed, until such time as the regular position is filled.

21.2.2 Administrative Membership

The Superintendent or designee shall provide for the selection of two (2) administrators to serve on each selection committee.

21.2.3 Selection Committee Meeting

21.2.3.1 The full committee shall elect a chairperson at its initial annual meeting (usually in the spring of the year). The chairperson position shall annually alternate between a teacher representative and an administrative representative.

21.2.3.2 At the sole discretion of the District, release time may be used for the accomplishment of the mentor teacher selection process. Performance of the selection function (nomination) shall be compensated either by release time during the regular workday or at the certificated hourly rate if outside the regular workday. In addition to the foregoing compensation, each serving Committee member shall receive an annual stipend of five hundred dollars (\$500.00).

21.3 TERM OF THE MENTOR SELECTION COMMITTEE

21.3.1 The term of office for the Selection Committee members shall be three (3) years, except that the Committee elected to select mentor teachers for the 1998-99 school year shall be elected for differential terms of one (1), two (2), or three (3) years in order to establish a staggered pattern. Current committee members with unexpired terms will be allowed to complete their terms.

21.3.2 Teacher members of the Selection Committee shall be ineligible to serve as teacher mentors.

21.3.3 At least one (1) year shall elapse between the end of a three-year term of service for a committee member and the re-election of the same member to the mentor teacher selection committee.

21.3.4 The Mentor Teacher Selection Committee may survey the Certificated Bargaining Unit to determine suggested areas of need. All results of the survey shall be shared with the Fontana Teachers Association.

21.4 APPLICANT SELECTION

21.4.1 Potential mentor teachers shall be required to participate in an interview, classroom observation or video lesson, provided that no mentor teacher shall be initially nominated to the governing board without review by the Committee of a classroom observation or video lesson.

The Selection Committee shall screen applicants on the basis of specified criteria which shall include:

21.4.1.1 A credentialed classroom teacher with permanent status. Classroom teacher shall be defined as: A teacher who spends a minimum of sixty percent (60%) of their workday in direct instruction of their regularly-assigned pupils.

21.4.1.2 Has five (5) years classroom teaching experience as previously defined.

21.4.1.3 Demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

21.4.1.4 The selection committee shall develop a rubric for screening of candidates.

21.4.2 Interview Observation Process

Scoring shall be based on a rubric developed by the selection committee. The scoring rubric will be made available to all applicants at the completion of the selection process.

21.5 SELECTION OF MENTOR TEACHERS

21.5.1 The Committee shall have the power to allocate mentor teacher positions as follows:

1. The total number of mentor teacher positions shall be allocated to the elementary and secondary committees based on the respective proportion of new or probationary teachers projected for the District for each academic year as a minimum.

21.5.2 The Committee shall ensure that enough mentor teacher positions are allocated and nominated to ensure that all new or probationary teachers will be assigned a mentor teacher at a ratio not to exceed ten (10) new or probationary teachers to one (1) mentor teacher (10:1).

21.5.3 After having provided sufficient mentor teacher positions as per 21.5.2, the Committee shall allocate mentor teacher positions to the following functions on the basis of priority needs as determined by the committee:

1) Additional new or probationary teacher support mentors to decrease the ratio identified above.

2) Mentor teacher positions to provide services including, but not limited to, staff development and demonstration lessons.

3) Assistance to teachers requiring help or new training.

21.6 NUMBER OF MENTOR TEACHER POSITIONS

21.6.1 A maximum of five (5) percent of the classroom teachers in the District are eligible to participate in the program; however, this number may be reduced if full funding for the program is not available or if there is a lesser number of recommended and approved candidates.

21.6.2 The District will create as many positions as authorized and funded by the State.

21.6.3 The Board reserves the right of final appointment and may appoint any number from zero (0) to the maximum allowed.

21.7 NOMINATION AS MENTOR TEACHER

21.7.1 The Selection Committee shall evaluate the candidacy of each mentor teacher applicant according to the criteria enumerated above.

21.7.2 Candidates for mentor teacher shall be nominated to the Board of Education by a majority vote of Selection Committee members present at any meeting of the Selection Committee called for the purpose of nominating candidates.

21.8 DESIGNATION OF MENTOR TEACHER

21.8.1 The final designation of any person as a mentor teacher shall be by action of the Governing Board of the District based upon the nominations of the Selection Committee.

21.8.2 The Governing Board may reject any or all nominations.

21.8.3 Upon designation as mentor teacher, employees so designated shall serve under the direction of the appropriate Director, Principal, Curriculum Coordinator or other designee of the Superintendent in that portion of their duties which pertains to the mentor teacher program.

21.9 DUTIES AND RESPONSIBILITIES OF MENTOR TEACHERS

21.9.1 Mentor teachers shall be available to provide services during and prior to the scheduled academic year including single-track year-round school and/or multi-track year-round school or off-track breaks.

21.9.2 Mentor teachers shall not be allowed to evaluate unit members nor shall they be required to participate as a witness in any dismissal hearing for certificated staff.

21.9.3 Mentor teachers shall be required to provide service for 150 hours above their regularly established work year. This shall not preclude the mentor teacher from working additional time solely at the discretion of the mentor teacher. No additional stipend beyond that in paragraph 21.11.2 will be paid.

21.9.4 Required responsibilities of new teacher support mentor teachers shall include but not be limited to:

1. Submit a record of contacts, services, and transactions with assigned teachers.

2. Coordinate the submission of a checklist from each assigned new or probationary teacher.

3. Attend new teacher orientation for the appropriate level (if possible).

4. Begin working with assigned new teachers prior to the first day of school.

5. Participate as an individual or in a group presentation of workshops designed to assist new or probationary teachers acquire skills necessary in classroom teaching (maximum of two (2) such presentations per mentor).

6. Participate as needed in professional growth activities for mentor teachers.

21.9.5 Required responsibilities for mentor teachers not assigned to new teacher support shall include but not be limited to:

1. Submit a record of requests, services, assistance, and staff development provided for teachers.

2. Consult with assigned coordinator/director regarding planned services, staff development activities, and feedback from workshop/staff development evaluations.

3. Attend new teacher orientation (if possible).

4. Begin work year prior to first day of school for the purpose of planning the program.

5. Participate as an individual or in a group presentation of workshops to assist teachers in acquiring skills necessary in classroom teaching.

6. Participate as needed in professional growth activities for mentor teachers.

21.9.6 Mentor teachers shall be evaluated after each year of service on the basis of adherence to the mentor teacher program as identified in this Article. Mentor teacher terms of service shall be extended or renewed provided that each mentor teacher shall have met the following requirements and other required duties:

(1a) Minimum of 150 hours service with the majority of time spent by new teacher support mentors in one-on-one contact with new or probationary teachers as demonstrated

1 by the submission of the monthly activity logs to the Mentor Teacher Coordinator. The
2 coordinator or designee shall make written comments and return it to the mentor in a timely
3 manner.

4 (1b) For mentors not assigned to new teacher support, monthly logs shall be
5 submitted documenting a minimum of 150 hours of services with the majority of time spent in
6 direct services to teachers. The coordinator or designee shall make written comments and return it
7 to the mentor in a timely manner.

8 2. Participation in workshops or training as needed to develop or strengthen
9 mentoring skills.

10 3. Results of the quarterly checklist of new or probationary teachers served
11 indicating completion of expectations of the program.

12 4. Regular attendance at required mentor teacher meetings.

13 21.10 DURATION OF MENTOR TEACHER DESIGNATION

14 21.10.1 Mentors may serve a term of three (3) years provided that they fulfill the duties and
15 requirements of the position satisfactorily. The mentor teacher program coordinators will annually
16 evaluate the performance of all mentors with renewal or reappointment of a mentor in multiple-
17 year appointment contingent upon satisfactory performance.

18 21.10.2 After three (3) years consecutive service as a mentor teacher, one (1) year shall
19 elapse before a unit member is eligible for appointment to a new term of service as a mentor
20 teacher.

21 21.10.3 It is the intent of this agreement that staggering of terms will be utilized by the
22 mentor teacher selection committee to accomplish a composition which is approximately the
23 following in any given year:

24 one-third (1/3) of the mentors – three (3) year terms of service remaining,

25 one-third (1/3) of the mentors – two (2) year terms of service remaining,

26 one-third (1/3) of the mentors – one (1) year term of service remaining.

1 21.10.4 The duration of a mentor designation shall be at least one (1) academic year.

2 21.11 REMUNERATION

3 21.11.1 Each teacher appointed by the Board of Education as a mentor teacher shall receive
4 an annual stipend in the amount allocated by the State for each qualified mentor teacher.

5 21.11.2 The mentor teacher shall receive a stipend of Four Thousand Dollars (\$4,000) per
6 annum for a full-year appointment, or an amount adjusted as a result of a change in State revenue
7 allocated for mentor teachers pursuant to Education Code Section 44492.3.

8 21.11.3 The stipend shall not qualify for application of STRS contributions or benefits.

9 21.11.4 In the event that a mentor teacher is unable to fulfill the required hours of service,
10 the stipend shall be reduced proportionately by the number of hours of service not rendered.

11 21.11.5 If the program is discontinued prior to the completion of the one (1) year
12 appointment due to the discontinuance of State funding, the compensation shall be prorated based
13 upon the amount of service rendered.

14 21.11.6 The annual stipend shall be paid to mentor teachers in equal monthly installments
15 throughout the term of appointment.

16 21.11.7 The District shall not incur a liability to continue the program if State funding is
17 withdrawn.

18 21.12 FUNDING

19 21.12.1 In the event that State funding for the program is reduced or discontinued, the
20 Mentor Teacher Program shall be accordingly reduced or discontinued.

21 21.12.2 The Mentor Teacher Program shall be wholly operated on State funding
22 specifically designated for such program.

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ARTICLE 22
ADULT EDUCATION

22.1 Seniority for purposes of assignment in the adult education program is determined based on a unit member's first date of service in the District.

22.2 Adult education teachers teaching less than thirty (30) hours per week shall be paid an hourly rate. Adult education teachers teaching thirty (30) hours or more per week shall be paid pursuant to their appropriate placement on the District certificated salary schedule.

1 ARTICLE 23
2 SUMMER SCHOOL

3 23.1 WAGES

4 Each bargaining unit member shall be paid the hourly rate for summer school teaching.

5 23.2 HOURS

6 The daily hours shall be determined by the District and the Association based upon the calendar.

7 Each teacher shall be paid for one-half (1/2) hour preparation time as well as for instruction time.

8 23.3 SELECTION

9 23.3.1 Regularly-employed teachers of the District shall be given preference over teachers
10 outside the District for summer school placement. A current evaluation of “satisfactory” is
11 required for summer school teaching.

12 23.3.2 The following criteria shall be considered when making specific teaching
13 assignments: (1) recent experience in subject or grade level; (2) credential; (3) major; (4) minor.

14 23.3.3 The following priorities are established for the selection of summer school
15 teachers:

16 23.3.3.1 Priority 1: a) Teachers who have been employed by the District for a minimum of
17 two (2) years who had made application the previous year but through no fault of their own were
18 not selected or, if selected, did not teacher; b) teachers who have applied more than one (1) year
19 since selection of summer school will receive priority over those who have applied only once.
20 The applicants who reject an offer of employment will be reduced to Priority 3 for the following
21 year.

22 23.3.3.2 Priority 2: Teachers with a minimum of two (2) years of experience in the District
23 who were not applicants the previous year.

24 23.3.3.3 Priority 3: Teachers who were employed in a previous summer program:

25 23.3.3.3.1 Teacher who have taught in the previous summer program for the first time.

26 23.3.3.3.2 Teachers who have taught the last two (2) years.

23.3.3.3.3 Teachers who have taught the last three (3) years.

23.3.3.4 Priority 4: Teachers completing their first year with the District.

23.4 Summer School Leaves

1. Employees participating in the regular Summer School program or the Middle School Summer Project will be allocated one day of sick leave for such employment, consistent with the Summer School contractual agreements.

2. Employees will be notified in advance of the following policy with regard to the use of sick leave and personal necessity leave during the Middle School Summer Project or Summer school program:

a. Employees will be allowed to use only one day of personal necessity or sick leave during the Summer School or Summer Project program.

b. Employees should not expect to accept Summer Project or Summer School assignments with the intention of being unavailable to provide such services other than the one day of sick leave or personal necessity leave allocation during the period of time covered in the Summer School or Summer Project calendar.

c. Should illness and other emergency require employee absence for more than one day, such absence will not be covered by paid leave.

3. Employees may share a contract for the provision of services in the Summer School or Summer Project program if administrative approval for such shared contract is provided in advance.

4. Employees participating in a shared contract arrangement will be required to prorate the sick leave allocation and use.

5. Conference attendance will not normally be authorized during the Summer School and Summer Project calendar periods for employees in these programs except under extraordinary circumstances with approval of the Superintendent.

23.5 Middle School Summer Project

The District may continue to offer a literacy and math project when funding conditions allow during the summer break of the traditional year or intersession of year round education calendar. This project will be acknowledged to be separate and distinct from the regular summer school program, and the District and Association will agree on the following:

1. The project will be held at the middle school sites for students attending grades 5, 6 and 7 in the school year prior to the summer project.

2. A specified number of teachers will be hired by each school who are able to meet the needs of the program and have appropriate training. Each school will develop specific job description(s) identifying the skills, training and abilities necessary to implement the specific written program for each individual site. The job descriptions will be posted indicating the number of vacancies of each job description at each individual site. Applications for employment in the program will be assessed through the screening of written materials and oral interviews based on the posted job descriptions. The most qualified candidates shall be selected based on the criteria in the job descriptions. If all criterion noted above are equal, site seniority will be the final determining factor.

3. The teachers will be paid at the hourly rate for 5.5 hours per day. One lead teacher from each site may be paid up to an additional 15 hours for specified duties.

4. The hours of the project will be set on an annual basis. The schedule will follow the approved dates for the normal summer school schedule.

ARTICLE 24
SHARED EMPLOYMENT CONTRACT

24.1 DEFINITION

A shared contract is defined as one in which one (1) teaching position of one hundred eighty-three (183) days is shared by two (2) unit members for a period of not less than one (1) school year, subject to possible renewal on an annual basis.

24.2 ELIGIBILITY

Shared contract positions may be requested by current full-time permanent unit members who have or shall have completed a minimum of two (2) years of service with the District at the time of the commencement of the contract by applying to the appropriate site administrator before March 15 of each year prior to the school year for which a shared contract assignment is requested. Exceptions to this date shall be considered by the administration in the event of unusual circumstances. Requests shall be subject to final approval by the Board.

24.3 SELECTION OF POSITION AND APPLICANTS

Unit members requesting shared contract positions shall meet with the administrator(s) from the work site where such a shared position is proposed in order to develop suitable combinations. The final determination of shared positions and the selection of incumbents shall be made by the administration and recommend to the Board who shall have final authority to grant and/or renew all Shared Employment Contract. The Association shall be notified of all such requests.

24.4 SHARED CONTRACTS

Unit members sharing a contract must accept the responsibility of assuming that compatible classroom management will exist.

Shared contracts shall be issued reflecting all pertinent information concerning the assignments, including but not limited to the following information: dates of agreement, including duration of the assignment; description of subject/grade level; location; salary; Association dues;

1 and health and welfare arrangements. Health and welfare benefits may be shared equally, with an
2 understanding that each unit member must voluntarily contribute to the costs of the benefits to
3 receive full coverage. Benefits may also be divided between the two (2) unit member, and each
4 shall only receive the benefit(s) agreed to. Under those circumstances, return to full participation
5 may only occur upon a return to full-time employment with the District, which is a change in
6 employment status required by the benefit program providers.

7 24.4.3 The shared contract shall include the following statement:

8 “Requests for renewal or return to full-time employment must be submitted to the Personnel
9 Services Office on or before March 15 of the school year in which this contract applies.”

10 24.4.4 Renewal of the shared contract shall be subject to Board approval.

11 24.5 RETURN TO FULL-TIME EMPLOYMENT

12 24.5.1 Full-time unit members participating in shared employment may, at their option,
13 return to full-time employment the following year. The District shall attempt to return the unit
14 member(s) to his/her/their respective former position, if available, or to an equivalent position
15 within the District at then end of shared employment.

16 24.5.2 In the event that unit members make a timely request and are otherwise qualified to
17 return to full-time employment, the District shall grant such a request before hiring personnel from
18 outside of the District.

19 24.5.3 The District and the unit member(s) may agree on a definite return date as part of
20 the shared contract agreement.

21 24.6 COMPENSATION

22 24.6.1 A participant in the shared contract program shall receive the proportionate amount
23 of the regular annual salary paid in equal monthly installments, or as otherwise mutually agreed
24 upon by the unit member and the District, in accordance with their respective placement on the
25 salary schedule.

24.6.2 Participants shall be eligible for a pro-ration of the District contribution toward the health and welfare benefit program applied in the same manner as salary. Step and column advancement shall not be affected by shared contract employment. Unit members who complete shared contract assignments shall be advanced one (1) step on the salary schedule.

24.7 TIME REQUIREMENTS

24.7.1 The time requirements for a shared contract position shall be proportionate to the regular workday.

24.7.2 Unit members in shared contract positions who share a common workday or workweek shall both be required to attend “Back-to-School Night,” “Open House” and conference with parents in accordance with the Collective Bargaining Agreement. Unit members participating in shared contracts that do not include a common workday or workweek shall not be required to attend the activities described above nor conference with the parents during inactive periods of employment. Faculty meetings shall be attended by the unit member on duty at the time of the meeting and that person should share the information with job-sharing partner. Adjunct duties shall be shared proportionately.

24.8 IMPLEMENTATION OR RENEWAL

The determination to grant or not grant a position to be shared by two (2) unit members or to renew the shared contract shall be made by the administration and recommended to the Board.

24.9 INVOLUNTARY TRANSFER

All involuntary transfers from a site are based on District Seniority. A shared Contract team’s seniority will be based on the hire date of the least senior partner. If it becomes necessary that the team would be involuntary transferred, the following options would be available to them:

1. The Shared Contract Team will be transferred to another site.

2. The Team will have the option of dissolving and both returning to full-time employment. This will require two (2) positions available for the least senior member and both are qualified to teach in the positions.

ARTICLE 25
ACADEMIC FREEDOM

25.1 It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s), and sensitive to the community needs and values of our diverse culture and heritage.

In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner pursuant to Board Policy 6144 (a), (b) adopted August 3, 1988 and in effect May 31, 1995.

ARTICLE 26
SALARIES AND FRINGE BENEFITS

26.1 SALARIES

26.1.1 Increase the certificated salary schedule by a cost-of-living adjustment of 3.44% retroactive to July 1, 2001. Said increase shall also apply to Schedule C and the certificated hourly rate.

26.1.2 The certificated hourly rate shall be \$29.29 for the 2001-2002 school year.

The counselor hourly rate shall be \$30.29 for the 2001-2002 school year.

26.2 EMPLOYEE HEALTH AND WELFARE BENEFITS

26.2.1 For the plan year 10/1/01 through 9/30/02 the district shall pay the full cost of the Kaiser (HMO) Health Plan with ten dollar (\$10) co-payment provisions or the Health Net (HMO) Medical Plan with ten dollar (\$10) co-payment for office visits, five dollar (\$5) co-payment for generic drugs, ten dollar (\$10) co-payment for brand name drugs, and five dollar (\$5) co-payment for chiropractic services based on the network provider options excluding Loma Linda providers. The premium shall be based on a super composite for all full-time employees. The excess cost over the Health Net (HMO) Medical Plan premium option with ten dollar (\$10) co-payment for office visits, ten dollar (\$10) co-payment for generic drugs, ten dollar (\$10) co-payment for brand name drugs, and five dollar (\$5) co-payment for chiropractic services shall be defrayed through the use of restructuring benefit funds from the 2000-2001 school year. (In the event that the District determines that the provision of the \$10/\$5/\$10 Health Net co-payment plan is in violation of the District's contract with the Kaiser Health Plan, and notwithstanding the above, the parties agree that the district-sponsored Health Net plan would revert to the \$10/\$10 co-payment identical to the Kaiser HMO program described above.)

26.2.1.1 Employees enrolled in the Health Net PPO Plan during the 2000-2001 school year shall be eligible to select the Health Net Elect (CDA) Plan. Eligible employees wishing to select the Health Net Elect Plan (with Loma Linda provider options) shall be subject to a five or twenty-

1 five dollar (\$5/\$25) co-payment for office visits and 80% hospitalization coverage to specified
2 annual caps when using non-HMO network providers. The excess cost of the Health Net Elect
3 Plan (with Loma Linda provider options) over the Health Net (HMO) premium option excluding
4 Loma Linda providers shall be defrayed through the use of restructuring benefit funds from the
5 2000-2001 school year.

6 Any change in provider or substantial increase in premium will be subject to meet and
7 negotiate. Any additional district funding provided to other bargaining units to defray increases in
8 health and welfare benefits coverage will be provided in an equal sum to the certificated
9 bargaining unit to replace the restructuring benefits funds used to defray additional costs in health
10 and welfare benefits coverage for the 2001-2002 school year. In the event that the percentage of
11 the bargaining unit enrolled in the Kaiser Health Plan increases by more than 1 percent above the
12 percentage enrolled in the Kaiser Health Plan in the 2000-2001 year, such increased expenses to
13 the District shall be deducted from any remaining restructuring benefits funds. Any shift in
14 percentage enrollment from Kaiser to Health Net exceeding 1% of the bargaining unit will be
15 recaptured in the same manner to the FTA restructuring benefits fund.

16 26.2.2 Employees with less than full-time contracts shall receive a prorated share for the
17 plan chosen and shall be required to pay the balance of the super composite premium or 1, 2, or 3
18 party contract premium when required by the carrier through payroll deduction. In the event that
19 carrier mandates require use of 1,2, 3 party contract premiums, the total of district-sponsored
20 funds in the pro-rated share for affected bargaining unit members shall be pooled so that the
21 balance remaining from members requiring 1 or 2 party contracts, maybe applied to defray excess
22 costs of 3 party contracts.

23 An exception to this procedure may be established in the case of shared contracts pursuant
24 to Article 24.4.2 that provides for the contracting parties to divide the policies without cost sharing
25 by either party.

26.2.3 The Association recognizes that the increased health and welfare premiums affect the revenues available for salaries and other cost-related proposals.

26.2.4 Any deduction authorization forms completed in conflict with the above shall be either destroyed or returned to the appropriate unit members.

26.2.5 Unit members shall be responsible for payment, through payroll deduction, for fringe benefit selections, which exceed the benefits provided herein.

26.2.6 It is mutually agreed and understood that all teachers who provide written notification to the district on forms provided by the district of a possible, probable or certain intent to separate employment with the district by resignation by April 1 of each school year will be provided with health and welfare benefit coverage per Article 26 until:

a) September 30 of each successor school year, OR

b) The employee obtains new health and welfare benefit coverage in a new employment or other status (the day prior to the effective date of new coverage shall be the termination date of district coverage). This criterion shall be in effect regardless of whether the new health and welfare coverage is similar to or as extensive as current district health and welfare benefits.

Whichever of the above criterion occurs first shall determine the termination date of coverage.

26.2.6.1 A written declaration by any employee shall not constitute a resignation nor in any way waive their Education Code rights related to contract status or expectation of continued employment.

26.2.7 The district will continue to reimburse bargaining unit members with a district-employed spouse their co-payment expenses for fully employed spouses. In the case of spouses with part-time employment, the reimbursement shall be pro-rated by hours of employment.

26.2.8 Medical plans to be offered will be Kaiser Medical Plan (HMO), the Health Net Medical Plan (HMO) excluding Loma Linda providers, and the Health Net Elect plan (with Loma Linda provider options) pursuant to 26.2.1 and 26.2.1.1 above.

26.2.9 The parties have agreed to an open enrollment window period for health and welfare benefits not later than September annually with any negotiated changes to be effective October 1st.

26.3 MEDICAL INSURANCE FOR ELIGIBLE DEPENDENTS OF DECEASED UNIT MEMBERS

The District shall provide dependent medical insurance coverage for a period of six (6) years following the death of a unit member who is covered under a District medical insurance plan at the time of the unit member's death and who has at least fifteen (15) years of service with the District.

1 ARTICLE 27
2 STATUTORY OR JUDICIAL CHANGES

3 27.1 Changes in mandatory unit member benefits within the scope of representation
4 which are brought about by amendment, addition or repeal of statutory guarantees specifically
5 incorporated into this Agreement shall obligate the parties within ten (10) days to meet and
6 negotiate, upon request, concerning the provision affected.

7 27.2 In the event any provisions of this Agreement are held to be contrary to law by a
8 court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to
9 the extent permitted by law, but all other provisions will continue and remain in full force and
10 effect.

1 ARTICLE 28
2 MISCELLANEOUS PROVISIONS

3 28.1 To the extent possible any individual contract of employment between the District
4 and a unit member is inconsistent with the terms of this Agreement, the terms of this Agreement
5 shall be controlling.

6 28.2 This Agreement shall supersede any rules, regulations or practices of the District,
7 which are contrary to or inconsistent with its terms.

8 28.3 In a timely manner following ratification of this Agreement by both parties herein,
9 the District shall prepare and deliver through District mail to each unit member a copy of this
10 Agreement. Thirty (30) additional copies shall be delivered to the Association.

ARTICLE 29
COMPLETION OF MEET AND NEGOTIATION

29.1 During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement except as provided in Article 27, Statutory or Judicial Changes, and Article 32, Duration, or pursuant to the provisions in Appendix C dealing with new or changed job classifications, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

29.2 The District shall maintain and shall not make unilateral changes over matters within the scope of representation as set forth in the Educational Employment Relations Act. In effectuating the above, the District shall provide the Association with reasonable advance notice of any contemplated changes. The Board further recognizes the Association's right to consult, at the Association's request, on matters regarding the definition of educational objectives, the content of courses and curriculum and the selection of textbooks. This paragraph shall not apply to situations when the Association has waived its right to bargain, or where the District is authorized to act unilaterally under the law or act by necessity.

29.3 This Agreement terminates and supersedes all past practices, agreements, traditions and rules or regulations concerning the matters covered herein.

ARTICLE 30
JUST CAUSE

30.1 No unit member shall be warned, reprimanded, disciplined, reduced in rank or suspended, with or without pay, without just cause and the utilization by the District of progressive correction and discipline.

30.2 All information or proceedings regarding any actual or proposed actions pursuant to this Article shall be kept confidential by management.

30.3 Progressive discipline and correction shall include, but not be limited to, the following:

30.3.1 No unit member shall be given any verbal warning before he/she has been first apprised of the applicable employment standard or standards and the consequence of non-compliance.

30.3.2 No written warning notices shall be given to any unit member unless he has first been given verbal warning about a similar action within the past one (1) year.

30.3.3 No written reprimand shall be given to any unit member unless he/she has been given one (1) written warning about similar actions or infractions within the past year.

30.3.4 All such written notices and reprimands shall be based on substantiated evidence.

30.3.5 In all cases where a unit member's job performance is at issue, the District shall provide a real and continuing program of positive assistance to the unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, demonstration teaching and classroom visitations normally on District time at District expense.

30.3.6 At all written stages of the procedure, the unit member shall be notified in writing of his/her right to appeal the decision to Article 6, Grievance Procedure.

30.4 Nothing in this Article shall be construed to limit or in anyway impair the rights of a unit member or the District under the Education Code including Section 44944 governing

1 suspension and dismissals. No unit member shall be suspended more than five (5) working days
2 during a single school year. No suspension shall occur prior to application of the progressive
3 discipline and correction procedure set forth in paragraph 30.3 above, except as provided in
4 paragraph 30.6 herein. No suspension shall occur except after specific action of the
5 Superintendent, or designee. Suspensions shall not be deemed appropriate in cases of purely
6 incompetent job performance.

7 30.5 The Association shall be afforded the right to represent the unit member pursuant to
8 the miscellaneous provisions of Article 6, Grievance Procedure. The unit member shall be
9 notified by the District of his/her right to representation.

10 30.6 In cases of serious misconduct, the foregoing remedial steps need not be taken, and
11 the District may give a unit member a written letter of reprimand. Serious misconduct shall
12 include willful, wanton or deliberate violations of District policies or other significant employment
13 standards. The parties to this Agreement recognize that emergency situations can occur involving
14 a clear, present and serious danger to the health and welfare of students and employees under
15 which the Education Code authorizes the use of emergency suspension. An emergency
16 suspension or letter of reprimand shall be handled by the District as a priority item. In cases of
17 emergency suspension, the District shall serve notice and statement of charges upon the employee,
18 who shall be entitled to respond to the charges supporting the emergency suspension.

19 30.7 A disciplinary action may be settled at any time following the service of notice of
20 discipline. The terms of the settle shall be reduced to writing. An employee offered such a
21 settlement shall be granted a reasonable opportunity to have his/her representative review the
22 settlement before approving the settlement in writing.

23 30.8 The parties recognize that procedures related to dismissal are presently governed
24 exclusively by the provisions of the Education Code.

ARTICLE 31
PEER ASSISTANCE AND REVIEW

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. **Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.**

31.1 JOINT COMMITTEE (JC)

A. The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers chosen by the Association. The District shall appoint two (2) administrators to the Joint Committee. The Joint Committee will take action either by consensus or majority vote (majority shall be defined as a minimum of four (4) affirmative votes.) The District and the Association shall each appoint one (1) alternate to serve in the event of an absence of a regularly appointed member. The quorum for any action by the Joint Committee shall be defined as three (3) Association representatives and two (2) Administrative representatives present. It is agreed by the parties that a second alternate may be appointed by each side to attend meetings in the absence of the regular members or alternates.

B. The Joint Committee shall establish its own meeting schedule. To meet, a minimum of three certificated classroom teachers and two (2) administrator representatives shall be present. Such meeting shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. If in carrying out their responsibilities as members of the Joint Committee, it is necessary to work beyond their regular workday, Joint Committee members shall be compensated at the unit member's pro rata hourly rate of pay.

- C. The Joint Committee shall be responsible for:
1. Providing annual training for the Joint Committee members;
 2. Establishing its own Rules and Procedures, including the method for selection of the Chairperson who shall be selected from teacher representatives. All members of the Committee shall participate in all votes.
 3. Establishing a procedure for application as a Consulting Teacher pursuant to this article;
 4. Selecting, evaluating and having the authority to replace members of the Panel of Consulting Teachers;
 5. Selecting trainers and/or training providers for Consulting Teachers and Joint Committee Members subject to the approval of the governing board;
 6. Providing training for Consulting Teachers prior to their participation in the program. Training for Consulting Teachers should include, but not be limited to: the PAR program, peer coaching, due process, adult learning theory and role responsibilities including the concept of duty of fair representation.
 7. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal;
 8. Consulting with Participating Teachers to approve assignments of and/or reassignments of Consulting Teachers;
 9. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of the Agreement and, to the extent there is an inconsistency, the agreement will prevail;
 10. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all administrators, and participating teachers as well as a copy to be posted at all school/sites.

1 11. Determining the number and configuration of Consulting Teachers for each
2 school based on participation in the comprehensive PAR program, the approved budget, and other
3 relevant considerations;

4 12. Reviewing the final report prepared by the Consulting Teacher and
5 forwarding the names of the Referred Teachers, who after sustained assistance are not able to
6 demonstrate satisfactory performance to the governing board;

7 13. Evaluating annually the impact of the PAR program in order to improve the
8 program;

9 14. Developing and implementing a plan to stagger the initial terms of
10 Consulting Teachers so that no more than a majority of Consulting Teachers' terms will expire in
11 any year;

12 15. Ensuring that no member shall participate in discussing and voting on any
13 matter in which he/she has a professional or personal conflict of interest. If necessary, to prevent a
14 violation of this section, the Association or District shall have the power to appoint an alternate for
15 their member to the panel;

16 16. Accepting or rejecting referrals from volunteers;

17 17. Approving the budget recommendations for all components of the PAR
18 program subject to Board approval; and

19 a. For the year 2000-2001 the Joint Committee will approve budget
20 recommendations related to the use of PAR funds.

21 b. In subsequent years the Joint Committee will also approve budgets for non-
22 General Fund supported New Teacher Support Program.

23 18. For the 2000-2001 school year only, the Joint Committee will be
24 responsible for determining that the PAR Program is unable to provide a Consulting Teacher
25 appropriate to the needs of one or more Referred Participating Teachers due to the lack of
26 qualified Consulting Teacher candidates or the level of participation in the program. Upon such a

1 finding of necessity, the evaluation process and responsibility will revert to Article 9 of the
2 Collective Bargaining Agreement.

3 D. All proceedings and materials related to evaluations, reports and other personnel
4 matters shall be deemed personnel records and shall remain confidential except as necessary to
5 administer this Article, subject to the following exceptions:

- 6 1. In response to subpoenas or orders of the court;
- 7 2. Except for voluntary participants the final report may be used by the
8 District in any employment action based upon instructional performance.

9 Therefore, Joint Committee members and Consulting Teachers may disclose
10 information only as necessary to administer this Article.

11 E. The District shall hold harmless the members of the PAR panel and the Consulting
12 Teacher for any liability arising out of their participation in this program.

13 F. The Peer Assistance Review Program shall not deal with teacher employment
14 issues arising from allegations of neglect of duty, misconduct or matters resulting solely from
15 attendance issues, which are distinct from teacher evaluations pursuant to Article 9 of the
16 Collective Bargaining Agreement.

17 31.2 PARTICIPATING TEACHERS (PT)

18 A. A Referred Participating Teacher is a teacher with permanent status who is referred
19 for assistance to the PAR Program in order to improve his or her instruction skills, classroom
20 management, knowledge of subject, and/or related aspects of his or her teaching performance as a
21 result of an overall unsatisfactory final evaluation and an administrative recommendation to PAR.
22 Such recommendation shall not be solely based on a teacher's attendance record.

23 B. A Volunteer Participating Teacher is a teacher with permanent status who
24 volunteers to participate in the PAR program. The purpose of participation in the PAR Program
25 for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher
26 shall not participate in a performance review of the Volunteer Participating Teacher. The

Volunteer PT may terminate his or her participation in the PAR Program at any time. Provided, however, that a Volunteer Participating Teacher may be referred to the PAR Program as a result of an unsatisfactory performance evaluation (when such referral occurs the volunteer's status shall be converted to that of Referred Participating Teacher). Inclusion of voluntary participant's documents shall be at the discretion of the participant.

C. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the PAR process when agreed to by the Participating Teacher and the Joint Committee or when necessitated by expiration of a Consulting Teacher's term or resignation/removal from the program of a Consulting Teacher.

D. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer, shall not be shared with others including the site principal, the evaluator or the Joint Committee.

E. The Participating Teacher has the right to due process (as defined by law or this Article) and to be represented throughout these procedures by the Association.

F. The term of this assistance shall normally be for one (1) year with an option for an extension of a second year, if the Joint Committee concludes that significant progress is being made by the Referred to Participating Teacher.

31.3 CONSULTING TEACHERS (CT)

A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

1. Be a fully credentialed Association member who is a classroom teacher with permanent status and at least five (5) years overall successful classroom teaching service in FUSD. In the event that there are not enough Consulting Teachers meeting the above criteria,

1 voluntary participants and non-permanent participants may be assigned Consulting Teachers with
2 a minimum of 3 years of the above qualifications.

3 2. Have substantial recent classroom experience with direct involvement in
4 student instruction for at least the last three consecutive years.

5 3. Shall demonstrate exemplary teaching ability as indicated by, among other
6 things, effective communication skills, subject matter knowledge, and mastery of a range of
7 teaching strategies necessary to meet the needs of pupils in different contexts. Consulting
8 Teachers shall have no unsatisfactory ratings on their last evaluation.

9 In addition the Joint Committee shall consider evidence of skill in working
10 cooperatively and effectively with other professional staff members in the decision to appoint
11 Consulting Teachers.

12 B. In filling a position of Consulting Teacher, each applicant is required to submit
13 three references from individuals with specific knowledge of his or her expertise, as follows:

14 1. A reference from an administrator who has worked with the employee.

15 2. A reference from an elected Association representative;

16 3. A reference from another classroom teacher.

17 All applications, deliberations and references will be treated with confidentiality as pre-
18 employment/promotional records.

19 C. Consulting Teachers shall be selected by a majority vote of the Joint Committee
20 following classroom observations, (in person or by videotape) and a personal interview.

21 D. The term of the Consulting Teacher shall normally be three (3) years (see Item I-C-
22 14). A teacher may not serve in the position for more than two (2) three (3)-year consecutive
23 terms. A teacher may not be appointed to an administrative position in the District until a period
24 of time equal to the completion of the current school year, plus one school year, shall have
25 elapsed.

1 E. Functions performed pursuant to this Article by bargaining unit member shall not
2 constitute either management or supervisory functions. The Consulting Teacher and Association
3 appointed Joint Committee members shall maintain all rights as bargaining unit members.

4 F. The Consulting Teacher shall meet with the Referred Participating Teacher to
5 discuss the PAR Program; to establish mutually agreed upon performance goals; to develop the
6 assistance plan; and to develop a process for determining successful completion of the PAR
7 Program, based on areas of deficiency, as noted in the Referred Participating Teacher's
8 performance evaluation.

9 G. The Consulting Teacher shall conduct multiple observations of the Participating
10 Teacher during classroom instruction and shall conduct both pre-observation and post-observation
11 conferences. Such conferences shall occur within ten (10) days of the observation and shall be
12 followed by a written report within ten (10) days of the conference.

13 H. The Consulting Teacher shall monitor the progress of the Referred Participating
14 Teacher and provide periodic written reports to the Referred Participating Teacher and the Joint
15 Committee for discussion and review.

16 I. The Consulting Teachers and Referred Participant's supervisor shall maintain
17 ongoing communication with respect to the process of Peer Assistance and Review.

18 J. The Consulting Teacher shall continue to provide assistance to the Referred
19 Participating Teacher until the Joint Committee concludes that the teaching performance of the
20 Participating Teacher is satisfactory or that further assistance will not be productive. A copy of
21 the Consulting Teacher's report shall be submitted to and be discussed with the Referred
22 Participating Teacher to receive his or her input before it is submitted to the Joint Committee. The
23 Participating Teacher's signing of the report does not necessarily mean agreement, but rather that
24 he or she has received a copy of the report. The Consulting Teacher shall submit a final report to
25 the Joint Committee. The Referred Participating Teacher shall have the right to submit a written
26 response, within twenty (20) days, and have it attached to all copies of the final report. The

1 Referred Participating Teacher shall also have the right to request a meeting with the Joint
2 Committee and to be represented at this meeting by an Association Representative. The Joint
3 Committee may deliberate in closed session after all presentations have been made.

4 K. Subsequent to the process identified above, the Referred Participating Teacher shall
5 not have further right of appeal to the Joint Committee regarding the recommendation and report
6 to the Governing Board.

7 L. During the period of referred Peer Assistance and Review, evaluations shall be the
8 responsibility of the Joint Committee. The results of the Referred Participating Teacher's
9 participation in the PAR Program shall be made available for placement in his or her personnel
10 file. Per MOU dated August 8, 2001, this clause shall be held in abeyance pending a positive
11 recommendation by the Joint Committee to commence implementation.

12 M. The District agrees to indemnify and provide a defense for the Consulting Teacher
13 against any claims, causes of action, damages, grievances, administrative proceedings or any other
14 litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.

15 N. Consulting Teachers shall assist Participating Teachers by demonstrating,
16 observing, coaching, conferencing, referring and/or by other activities, which, in their professional
17 judgment, will assist the Participating Teacher. When necessary to obtain specialized subject
18 matter or instructional competency, the Consulting Teacher shall be authorized to obtain
19 additional assistance to fully address identified areas of deficient performance. This assistance
20 shall be obtained with the approval of the Joint Committee and pursuant to procedures established
21 by the District Coordinator. In such cases, the Consulting Teacher shall retain primary
22 responsibility for the assistance and support program.

23 31.4 PROGRAM CONFIGURATION MODELS FOR CONSULTING TEACHERS

24 A. The preferred model for service by Consulting Teachers in the Peer Assistance and
25 Review Program shall be a Full-time Release Model. When the Joint Committee deems it

necessary or appropriate, other models as indicated below may be used. In calculating all ratios indicated below, a Referred Participating Teacher shall be deemed to have a weight of 2.

B. Full-Release Model

1. Each Full Release Consulting Teacher model shall serve a 192-day, "flexible" calendar while in the position of Consulting Teacher. Days of work shall be defined as an 8-hour day. Compensation for this expanded work year will be a .13 factor based on the individual bargaining unit member's placement on the certificated salary schedule. Hours in excess of 8-hours per day shall be approved by the Joint Committee and compensated at certificated hourly rate.

2. Each Full Release Consulting Teacher shall be assigned no more than the equivalent of 15 Participating Teachers. No Full-Release Consulting Teacher shall be assigned more than five (5) Referred Participating Teachers.

3. Upon completion of his/her service as a Full-time Release Consulting Teacher, the teacher shall have the right to return to the school and track of his/her prior assignment unless such assignment no longer exists, in which case, Voluntary Transfer Article 8.7-8.8 will be utilized.

4. If, given fiscal constraints, the district finds it necessary to implement the full-release model with 182 day work year and a "6-hour" workday, the Joint Committee will establish and monitor adjustments in the caseload (number of teachers served) and the expected number of direct hours of service per participant. This full-release configuration will provide the Consulting Teacher the ability to schedule observations and meetings for teachers served within the parameters of the normal school day, subject to approval of the Consulting Teacher supervisor. In addition, the Consulting Teacher will be allowed to schedule the 182 day work year, with approval of the Consulting Teacher supervisor, to meet the needs of both the teachers served and the Consulting Teacher.

C. Half-Release Model

1. This model will normally involve a partial Consulting Teacher assignment combined with a partial teaching assignment or a shared assignment between two (2) half-time Consulting Teachers. The work year shall be established at 192, (8-hour) days with a .13 factor. Additional hours, approved in advance by the Joint Committee, shall be compensated at the certificated hourly rate.

2. Each Half-Release Consulting Teacher will be assigned no more than the equivalent of seven (7) Participating Teachers. No half-release Consulting Teacher shall be assigned more than two (2) Referred Participating Teachers.

D. Half-Contract Model

1. This model may be approved for an individual whose only assignment is as a Consulting Teacher working on a half-time basis. This model will involve a 182-day flexible calendar. Each work day shall be 4 hours with compensation at .13% factor above the individual unit member's placement on the certificated salary schedule adjusted for half-time service. In addition, each Half Contract Teacher will serve ten (10) full days for training and other related purposes with compensation at a .13% factor above the individual per diem rate of pay based on the certificated salary schedule.

2. Each Half-Contract Consulting Teacher will be assigned no more than the equivalent of seven (7) Participating Teachers. No Half-Contract Consulting Teacher shall be assigned more than two (2) Referred Participating Teachers.

E. Stipend Model

1. When necessary the Joint Committee may use an extra-duty assignment "Stipend Model" to meet unusual or especially challenging needs. When an individual teacher serves as a Consulting Teacher in this model, compensation shall be \$5,000.00 for 125 hours of direct services. Each Stipend Model Consulting Teacher will be assigned to no more than two (2)

Participating Teachers. Additional hours of service, approved in advanced by the Joint Committee, shall be compensated at certificated hourly rate.

F. Retired Teacher Model

1. This model may be used to employ retired teachers to serve as Consulting Teachers for Non-Referred Participants. Compensation may be based on the stipend model above for no more than two (2) Participating Teachers or the pro-rated hours of service based on the stipend model if the retired teacher is authorized to serve under Section 13.4 (Ancillary Services Contract) with compensation as specified in Article 13 of the Collective Bargaining Agreement.

G. Consulting Teachers Model

1. Consulting Teachers will not be required to provide workshops, training, participate in committees or perform other additional duty assignments, except as specifically related to the functions and activities of the Peer Assistance and Review Program.

31.5 MISCELLANEOUS PROVISIONS

A. This Article does not expand nor diminish Unit Member's ability to grieve an evaluation pursuant to the negotiated agreement between the parties.

B. Bargaining Unit Members serving on the Joint Committee shall receive a stipend of \$4,300.00 for such service. In the event that a Bargaining Unit Member Representative does not complete a full year of service the stipend shall be pro-rated based on the number of regularly scheduled meetings. In the event that an alternate is requested to serve, the alternate shall receive a stipend equal to the pro-rated value of the meetings attended, as indicated above.

C. Activities, duties and responsibilities of Consulting Teachers or Association representatives and alternate representatives to the Joint Committee shall be deemed a specific exception to Article 9, Clause 9.12.1 of the Collective Bargaining Agreement.

D. Nothing in this Article precludes the Principal or District from completing informal observations nor from notifying the teacher verbally or in writing, regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.

1 1. Should the Principal deem it necessary to communicate with a Referred
2 Participating Teacher in a matter relating to progressive discipline, the Principal may provide a
3 copy of the document to the Consulting Teacher who shall report the same to the Joint Committee.

4 31.6 PEER ASSISTANCE AND REVIEW PROGRAM FOR NEW PARTICIPATING
5 TEACHERS

6 1. Effective with the 2001-2002 school year to the extent possible Bargaining Unit
7 Members in the first year of employment as a credentialed teacher with less than 2 years prior
8 service as a classroom teacher shall be assigned to the PAR Program as a NEW PARTICIPATING
9 TEACHER. The New Teacher PAR Program will be in effect from July 1, 2001 through June 30,
10 2003, unless extended by mutual consent of the parties to this agreement.

11 2. Beginning with the 2001-2002 school year, new teachers as defined in Section I
12 above who are not able to be included in the PAR Program due to capacity limits shall be assigned
13 to BTSA, Mentor or successor programs. For the year 2000-2001, all new teachers will continue
14 to be served in the BTSA or Mentor Programs to the extent possible.

15 A. For the 2000-2001 year only, each new teacher shall be assigned a Partner
16 and Liaison teacher (PAL). The PAL teacher shall provide on-site support for routine school
17 procedures and operational matters with a stipend of \$500 annually for this assignment.

18 3. Whenever the Joint Committee determines that the PAR Program is unable to serve
19 all new teachers identified in Section I above, priority for assignment to the PAR Program shall be
20 based on the following:

- 21 a. Teachers in their first year of service;
- 22 b. Teachers assigned to schools with high percentages of “under-credentialed
23 teachers” in rank order by schools;
- 24 c. Special priority as determined by Joint Committee; and
- 25 d. Request of new teacher.

1 4. Procedures and program elements for New Participating Teachers shall be as
2 described in Section 1 through 5 of the Peer Assistance and Review Program except Section 2,
3 Items A-F.

4 5. All New Participating Teachers shall be notified in writing of their assignment to
5 the Peer Assistance and Review Program and the name and contact information of their
6 Consulting Teacher.

7 31.6.1

8 1. Each New Participating Teacher in the PAR Program will be assigned to a
9 Consulting Teacher.

10 2. Consulting Teachers shall be responsible for coordinating or providing direct
11 support and assistance to assigned Participating Teacher, each of whom shall receive at least 20
12 hours of assistance per semester.

13 3. The Joint Committee shall forward final reports and rehire/release
14 recommendations to the Governing Board on all New Participating Teachers assigned to the PAR
15 Program as per Article 9 of this agreement.

16 4. Completion of teacher evaluations for Participating Teachers in the PAR Program
17 by the Joint Committee in conjunction with the Consulting Teachers pursuant to the agreement
18 shall be specifically exempted from Article 9 (Evaluation) Section 9.12.1 of this agreement.

19 5. Consulting Teachers shall meet with New Participating Teachers and
20 administrators to establish mutually agreed upon performance goals, develop a preliminary plan of
21 support and to explain standards and procedures of evaluation for first year teachers.

22 6. New Participating Teachers shall have the right to be represented by the
23 Association in presentations before the Joint Committee.

24 7. For the first year of employment, evaluations with re-hire recommendations shall
25 be the responsibility of the Joint Committee working with the Consulting Teachers. (Per MOU
26 dated August 8, 2001, this provision shall be held in abeyance pending a positive recommendation

1 by the Joint Committee to commence implementation.) The results of the New Participating
2 Teachers participation in the PAR Program, including the first year evaluation, shall be made
3 available for placement in his/her personnel file. All proceedings and materials related to
4 evaluations, reports, and other personnel matters arising from the participation of new
5 participating teachers in the PAR program shall be deemed personnel records and shall remain
6 confidential except as necessary to administer this Article subject to the following exceptions:

- 7 a. In response to subpoena or orders of the court;
- 8 b. The final report may be used by the District in any employment action
9 based upon instructional performance.

10 Therefore, Joint Committee members and Consulting Teachers may disclose
11 information only as necessary to administer this Article. For the second year of employment the
12 Joint Committee shall recommend the type of support to be provided based on available funding,
13 availability of appropriate support providers and appropriate regulations related to the funding
14 sources.

15 8. The Consulting Teacher and New Participating Teacher's supervisor shall maintain
16 ongoing communication and cooperation with respect to the process of Peer Assistance and
17 Review and the progress of the New Participating Teacher toward District standards of
18 performance.

19 9. Nothing herein shall preclude the Governing Board from examining information,
20 which it is entitled by law to review in connection with the evaluation of and/or decision to retain
21 in employment probationary or temporary certificated teachers.

22 31.6.2 It is agreed by the parties that a second alternate may be appointed by each side to
23 attend meetings in the absence of the regular members or alternate.

24 31.6.3 It is agreed that selected volunteer permanent status bargaining unit members may
25 elect to participate in the district final evaluation pilot by using the proposed evaluation form for

1 their formal evaluation for the year 2000-01. This evaluation shall be placed in the personnel file
2 and accepted as completion of the required bi-annual evaluation per Article 9.

3 31.7 It is agreed that selected volunteer permanent status bargaining unit members may
4 elect to participate in the district final evaluation pilot by using the proposed evaluation form for
5 their formal evaluation for the year 2000-01. This evaluation shall be placed in the personnel file
6 and accepted as completion of the required bi-annual evaluation per Article 9.

ARTICLE 32
DURATION
PRELIMINARY

32.1. The terms and conditions of this Agreement shall continue in effect until 12:01 a.m. on July 1, 2004 and year-to-year thereafter unless altered by a written agreement between the parties. For the 2002-2003 and 2003-2004 years the Salary and Fringe Benefits Article shall be subject to automatic reopening and each party to the agreement (District and Association) shall be allowed to reopen not more than two additional articles. Notwithstanding this agreement, all matters contained in Memoranda of Understanding or specific provisions of this agreement, which include agreement to reconsider the matter or “sunset” the agreement at the end of the 1998-99 school year, shall be subject to negotiations as per the specific language of the agreement. Notification of intent to amend or modify this contract shall be made by the Association to the District no later than May 1 of each year of this Agreement by either of the parties to this Agreement. The parties agree to begin negotiating no later than thirty (30) days after submission of such intent by the Association, unless otherwise mutually agreed.

32.2 Notwithstanding the foregoing, the parties agree to meet and negotiate on the impacts of any new legislation, judicial decision or litigation on matters within the scope of bargaining during the course of this agreement.

Effective date: July 1, 2001.

1 Insert Signed pages by Board Members and Association Representatives here.

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APPENDIX A
UNIT MEMBER SALARY PLACEMENT

Initial Class Placement

Rules for original placement on the salary schedule are as follows:

For employees hired prior to 2001-2002, all units earned prior to the date of the Bachelor's Degree shall be classed as a Bachelor's Degree. Effective for unit members initially employed for the 2001-2002 year, units earned in the 12 calendar months immediately prior to the date of the Bachelor's Degree which are certified by the accredited college or university issuing the Bachelor's Degree as being in excess of the requirements for completion of the Bachelor's Degree shall be accepted for salary credit for advancement on the salary schedule.

Salary credit through December 30, 2001, all upper division and graduate units earned from or accepted by an accredited college or university as upper division or graduate work subsequent to the date of the Bachelor's Degree shall count in excess of that degree.

Effective January 1, 2002, all upper division and graduate units earned with a grade of C or better or accepted by an accredited college or university as upper division or graduate work subsequent to the date of the Bachelor's Degree shall count in excess of that degree. (Units earned or accepted with a grade of "Credit" in a "Credit/No Credit" system or a grade "Pass" in a "Pass/No Pass" system shall be accepted.

Lower division units may be accepted under special circumstances with prior written approval of the Superintendent.

Initial Step Placement

The District shall grant up to nine (9) years of credit on the salary schedule. No credit shall be allowed for fractional parts of a year unless seventy-five (75) percent of the total teaching days for a year have been taught. However, teachers newly hired in the District who served on shared contracts in other districts will be given credit for one (1) year of service for every two (2) years of shared contract experience. Substitute teaching experience in districts other than Fontana

1 Unified School District shall not be qualifying toward advanced salary placement. Day-to-day
2 substitute experience in the Fontana Unified School District shall not be qualifying toward
3 advanced salary placement. A substitute assignment, which constitutes seventy-five (75) percent
4 of the school year in not more than two (2) long-range term assignments shall be qualifying
5 toward advanced step placement. A maximum of three (3) steps for prior experience shall be
6 granted to provisionally-credentialed unit members. Veterans shall receive one (1) step for each
7 full twenty (20) months of military service, not to exceed three (3) steps. Previous private school,
8 college or United States Service School teaching experience while holding a degree shall count on
9 an equal basis with public school teaching. The total credit for previous teaching experience and
10 military service shall not exceed nine (9) steps.

11 Salary Schedule Class Adjustment

12 As college credit is earned, it should be currently reported to the Personnel Services
13 Office so that an up-to-date accounting can be kept of the unit member's placement on the salary
14 schedule. Adjustment on the salary schedule shall be made only for the current year under the
15 policy requirements of Appendix A and Appendix B. In no event will any adjustment be made for
16 former contract years.

17 Class Advancement-Traditional Year

18 To qualify for class advancement on the salary schedule, effective the beginning of the
19 school year, units should be reported in progress by August 15 and shall be completed by
20 September 10. Transcripts, grade cards (showing unit credit and grade) or letter from Registrar
21 shall be submitted to the Personnel Services Office by no later than October 15. If verification for
22 coursework completed prior to September 10 is received after October 15, the class advancement
23 will become effective the first day of the month following the date verification was received in the
24 Personnel Services Office.

25 To qualify for class advancement on the salary schedule, effective the second semester,
26 units should be reported in progress by January 10 and shall be completed by February 1.

1 Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted
2 to the Personnel Services Office by no later than March 15. If the verification for coursework
3 completed prior to February 1 is received after March 15, the class advancement will become
4 effective the first day of the month following the date verification was received in the Personnel
5 Services Office.

6 Class Advancement – Continuous School Program

7 To qualify for class advancement on the salary schedule, effective the beginning of the
8 school year, units should be reported by June 15 and shall be completed by July 1. Transcripts,
9 grade cards (showing unit credit and grade) or letter from Registrar shall be submitted to the
10 Personnel Services Office by no later than August 15. If verification for coursework completed
11 prior to July 1 is received after August 15, the class advancement will become effective the first
12 day of the month following the date verification was received in the Personnel Services Office.

13 **For the 1998-99 school year only:**

14 To qualify for class advancement on the salary schedule, effective January 1, 1999,
15 units should be reported in progress by January 10 and shall be completed by February 1.
16 Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted
17 to the Personnel Services Office by no later than March 15. If the verification for coursework
18 completed prior to February 1 is received after March 15, the class advancement will become
19 effective the first day of the month following the date verification was received in the Personnel
20 Services Office.

21 **After the 1998-99 school year:**

22 To qualify for class advancement on the salary schedule, effective January 1, 1999,
23 units should be reported in progress by December 10 and shall be completed by January 1.
24 Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted
25 to the Personnel Services Office by no later than February 15. If the verification for coursework
26 completed prior to January 1 is received after February 15, the class advancement will become

1 effective the first day of the month following the date verification was received in the Personnel
2 Services Office.

3 District Salary Unit Credit

4 Each academic workshop to be sponsored by the Fontana Unified School District shall
5 be approved in advance by the particular District Office division involved. If a comprehensive
6 workshop is planned for at least fifteen (15) hours of participation by the unit members, one (1)
7 semester unit credit shall be given toward in-service salary advancement. Each person in
8 attendance and completing the requirements is to receive a certificate of completion or some
9 verification by the workshop sponsor. This is to be filed or recorded in the Personnel Services
10 Office at the close of the program.

11 A Joint Committee consisting of two members appointed by the District and two
12 members appointed by the Association shall receive and evaluate requests for salary credit for
13 training not provided on a district-sponsored basis or for which salary credit has not been
14 otherwise offered by the District. Said request shall be honored for salary credit on the majority
15 vote of the Joint Committee. All training approved by the Joint Committee shall be clearly
16 educationally-related, within the credential authorization field of the requesting party or within the
17 current or tentative teaching assignment of the requesting party. The committee shall also be
18 authorized to approve, by unanimous vote, requests for salary credit not meeting the above
19 criterion.

20 Step Advancement

21 Unit members shall advance one (1) step on the salary schedule for each full year of
22 service in the Fontana Unified School District until the maximum is reached. A unit member who
23 has been Y-rated on the salary schedule will receive full credit for their years of experience within
24 the District and their years of experience granted on initial placement, to the extent such steps
25 exist in that classification.

1 Anniversary (Longevity) Increment

2 After the completion of seventeen (17) years of certificated service with this District,
3 commencing with the eighteenth (18th) year of service, an increment will be added to the
4 certificated unit member's contract. An additional increment will be added to the contract for each
5 four (4) years of service thereafter.

APPENDIX B-1
 FONTANA UNIFIED SCHOOL DISTRICT
 9680 Citrus Avenue
 Fontana, California

CERTIFICATED SALARY SCHEDULE 2000/2001
 Effective July 1, 2000

	<u>CLASS A</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
	Bach.	Bach.	Bach.	Bach.	B. A. with M. A.	
	Degree	Degree +	Degree +	Degree +	and +60 Sem.	
	Degree	Credential	30 Sem.	45 Sem.	Units or B. A.	Professional
<u>STEP</u>	<u>Degree</u>	<u>Credential</u>	<u>Units</u>	<u>Units</u>	<u>+70 Sem. Units</u>	<u>Growth</u>
1	34,064	36,335	36,444 ²	37,198	38,873	
2	35,570	36,444	37,171	38,844	40,593	
3	37,148	37,148	38,818	40,565	42,391	
4	38,792	38,792	40,537	42,362	44,268	
5	40,509	40,509	42,332	44,238	46,228	
6	42,302	42,302	44,206	46,195	48,275	
7	44,174 ¹	44,174	46,164	48,240	50,411	
8	46,130 ¹	46,130	48,205	50,374	52,642	
9			50,341	52,606	54,973	
10			52,569	54,934	57,406	
11				57,367	59,948	
12				59,906	62,602	
13					65,372	
14					68,268	
18		46,826	53,265	60,603	68,964	70,381
22		47,523	53,962	61,299	69,661	72,495
26		48,219	54,658	61,996	70,357	74,608

¹ These steps available for employees hired as of June 30, 2000 only.

² Fully credentialed teachers only. Interns, Pre-Interns and emergency permits (or equivalent) annual salary \$35,596.

Bargaining Unit Members will receive the number of longevity increments for which they are qualified, for each year, as the Professional Growth Column is phased in. In addition, the Professional Growth increment will be paid to eligible bargaining unit employees pursuant to Appendix B-3.

For example, an employee with 26 years FUSD experience, who was eligible for Class IV, prior to this agreement, will receive three (3) longevity increments (3 x \$639.00) plus \$1300.00

(pro-rated) for Step 18 on Class V, effective the first day of the 2nd semester for the 1999/2000 school year. This pattern will continue to be followed as the Professional Growth Class V is phased in. This pattern will also be followed for employees with 30, 34, or more years of FUSD experience.

¹ Additional longevity increments for every four (4) years of FUSD service above 26 years shall be based on longevity increments per Class 1 above. Placement of these steps on the salary schedule specifically supercedes and eliminates any previous practice regarding anniversary or longevity increments. Eligibility for these steps is based on years of service in the Fontana Unified School District Certificated Bargaining Unit.

² Fully credentialed teachers only. Interns and Emergency credentials (or the equivalent), annual salary \$32,657. The intent of this proposal is that all bargaining unit members will receive at least current salary plus 3% COLA except when certificated salary placement was in error.

³ Bargaining Unit Members verifying eligibility for advancement by May 1, 2000, based on unit credits as noted above pursuant to deadlines for completion of coursework established in MOU dated 2/10/99 and Appendix A of the Master Contract, shall receive retroactive compensation on August 1, 2000. Bargaining Unit Members verifying eligibility after May 1, 2000, shall receive retroactive compensation within the time frame established by law.

⁴ Class V implementation effective date shall be the 1st day of the second semester of 1999-2000, subject to the terms and conditions identified in Appendix B-2 of this proposal.

⁵ These steps available for bargaining unit members employed as of June 30, 2000, only.

Signing Incentive

Beginning with the 2000-2001 school year, new hires shall receive a one-time “signing incentive” of one thousand dollars (\$1,000.00).

Permanency Incentive

Beginning with the 2000-2001 school year, teachers obtaining permanent status shall receive a one-time incentive of one thousand dollars (\$1,000.00).

1 It is agreed and understood that the Signing Incentive and Permanency Incentive
2 above will not be applicable to permit teachers, child development teachers and preschool teachers
3 effective July 15, 2001.

4 Previous Teaching Experience and Military Service Credit

5 Credit is allowed on the salary schedule for previous teaching experience and military service on
6 the following basis:

- 7 a. Teaching experience at one step for each year, not to exceed nine steps.
- 8 b. Military service at one step for each 20 months of active duty, not to exceed
9 three steps.
- 10 c. A combination of teaching experience and military service shall not exceed
11 nine steps.

APPENDIX B-2
 FONTANA UNIFIED SCHOOL DISTRICT
 9680 Citrus Avenue
 Fontana, California

CERTIFICATED SALARY SCHEDULE 2001/2002
 Effective July 1, 2001

	<u>CLASS A</u>	<u>CLASS 2A</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
			Bach. Degree + <u>Credential</u>	Bach. Degree + 30 Sem. <u>Units</u>	Bach. Degree + 45 Sem. <u>Units</u>	B. A. with M. A. and +60 Sem. Units or B. A. <u>+70 Sem. Units</u>	Professional <u>Growth</u>
<u>STEP</u>	<u>Bach. Degree</u>						
1	35,236	36,821	37,585	37,698	38,478	40,210	
2	36,794		37,698	38,450	40,180	41,989	
3	38,426		38,426	40,153	41,960	43,849	
4	40,126		41,126	41,931	43,819	45,791	
5	41,903		41,903	43,788	45,760	47,818	
6	43,757		43,757	45,727	47,784	49,936	
7	45,694		45,694	47,752	49,899	52,145	
8	47,717		47,717	49,863	52,107	54,453	
9				52,073	54,416	56,864	
10				54,377	56,824	59,381	
11					59,340	62,010	
12					61,967	64,756	
13						67,621	
14						70,616	
18			48,437	55,097	62,687	71,335	1,466
22			49,157	55,817	63,407	72,056	2,932
26			49,877	56,537	64,127	72,776	4,398
30					64,847	73,496	
34					65,567	74,216	
38					66,287	74,936	
42						75,656	
46						76,376	

APPENDIX B-3
PROFESSIONAL GROWTH

PREAMBLE

a. Appendix A of the Master Contract, as amended by the MOU dated 2/10/99, regarding class advancement for CSP Teachers, shall apply.

b. Advancement to Class V (Professional Growth) of the Certificated Salary Schedule (Appendix B-1) of the Master Contract, shall be governed by the following terms and conditions:

ELIGIBILITY

a. Bargaining Unit Members shall have a minimum of 18, 22 or 26 years of service in the Fontana Unified School District, respectively.

b. Eligibility for placement on Step 18, effective the first day of the 2nd semester 1999/2000, shall be based on verification of completion of qualifying units per the deadlines established in Appendix A and the MOU regarding class advancement for CSP Teachers dated 2/10/99.

STEP MOVEMENT

a. Bargaining Unit Members who as of July 1, 2000, had 64 units including an MA, may advance to Class V, Step 18 using units previously acquired.

b. Except for those qualifying under III-a above, placement on Step 18 and movement to Steps 22 and 26 shall require 4 units (or the equivalent) of district- approved training based on a ratio of 15 hours per unit for each cell prior to placement on the appropriate step. Units shall be in education-related, major field of credential or local authorization or other district-approved areas of training.

c. Salary credit may not be granted for credit units or district-approved training completed while the bargaining unit member is in paid status.

1 UNITS "BANKED" PRIOR TO THIS AGREEMENT

2 a. Language regarding Banking Units applies only to bargaining unit members who
3 were in Class IV for the 1999/2000 school year and who have 22 or 26 years of service in Fontana
4 as of July 1, 2000.

5 b. Effective July 1, 2001, Bargaining Unit Members eligible for Professional Growth
6 (Class V) who have accrued units in excess of 64 units including MA, shall be allowed to advance
7 up to one step per year beginning with movement to Step 18. Movements to Step 22 and/or 26
8 may utilize units acquired provided that such units were completed within the last four years prior
9 to each step movement in education-related areas.

APPENDIX C
SUPPLEMENTARY SALARY SCHEDULE

If a new job classification is established, the District will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

If there is any substantial change in the duties of any existing job classification, the District will negotiate with the Association regarding possible modification in the salary for such position; and any modification in the salary for such position agreed to will become effective on the first day that the change in duties become effective.

The following positions are included in Appendix C:

FACTOR ON INCUMBENT'S POSITION ON SALARY <u>SPECIAL JOB CLASSIFICATION</u>	<u>SCHEDULE OR STIPEND</u>
Counselor	.13 (192 days)
Categorical Program Specialist	.13 (192 8-hour days)
District Resource Teacher	.13 (192 8-hour days)
Special Services Nurse	.13 (192 8-hour days)
Mentor Teacher Program Coordinator	(see Article 21)
Mentor Teacher	(see Article 21)
Program Manager	.06 (192 days of service)
Lead Nurse	.044
Lead Speech Therapist	.044
Lead Teacher, Adaptive P.E.	.044
Elementary Pentathlon Coach	\$500 (yearly)

NURSE PRACTITIONERS

School nurses may be selected to serve as nurse practitioners with the following compensation arrangements:

a. For each day assigned to "nurse practitioner" status, a factor of .13 of the employee's salary will be paid.

b. Days assigned as "nurse practitioner" will be 8-hour workdays.

c. A monthly schedule will be created in advance by the District and compensation will reflect the established schedule. Any derivation in actual service from the planned schedule will be adjusted on an arrears basis.

d. An employee who is in paid status but absent from duty on a day assigned as “nurse practitioner” will retain the right to the .13 factor compensation level.

Unit members serving in the following special assignments shall be paid in accordance with the following formula:

Factor x \$31,368 (base rate), effective July 1, 2001.

MIDDLE SCHOOLS

FACTOR OR STIPEND

Department Chairperson	.050
Student Government Advisor	.050
Memory Book/Newspaper Advisor	.050
Performing Band Director	.050
Vocal Director	.050
Drama Director (one production per quarter)	.050
Drill Team Advisor	.050
Academic Pentathlon Coach	.044
Assistant Academic Pentathlon	\$500
Coach (up to 3 positions)	
Intramural Director (36 weeks)	.050
Intramural Activities Coordinator	.025

(each activity 3-5 days per week per quarter)

SENIOR HIGH SCHOOL

Department Chairperson

- | | |
|---------------------|------|
| 1. 10 or more FTE | .100 |
| 2. Less than 10 FTE | .050 |

1	Pathway Coordinators	.100
2		
3	A.S.B. Advisor	.160
4		
5	The District shall pay the high school A.S.B. Advisor at the incumbent's daily rate for the number	
6	of days of service required by the District to be performed during the summer months not to	
7	exceed a total of 15 days. This provision shall be exclusive of the extra duty factor applied to	
8	duties performed during the regular school year.	
9		
10	Librarian (15 additional days)	per diem rate
11	Band Director	.100
12	Band Assistant (up to 8 positions)	.025
13	Director: Musical	.100
14	Assistant Director: Musical	
15	(up to 5 positions)	.060
16	Academic Decathlon Coach	.069
17	Assistant Academic Decathlon Coach	
18	(up to 5 positions)	\$500
19	Advanced Placement Coordinator	.069
20	Mock Trial Coordinator	.069
21	Assistant Mock Trial Coach	
22	(up to 2 positions)	\$500
23	Drill Team Advisor	.069
24	Tall Flags Advisor	.069
25	Speech & Debate Coach	
26	1-12 tournaments per year	.110
27	More than 12 tournaments per year	.140
28	Vocal Director	.060
29	Pep Squad Advisor	.110
30	Pep Squad Assistant Advisor	.079
31	Yearbook Advisor	.057
32	Drama Director	.055 (per play)

1	Newspaper Advisor	.040
2	<u>HIGH SCHOOL COACHES</u>	
3	Football – Head	.140
4	Assistant (10 positions)	.110
5	Freshman (6 positions)	.066
6	Wrestling – Head	.110
7	Assistant (2 positions)	.079
8	JV	.079
9		
10	Boys’ Basketball – Head	.110
11	Assistant	.079
12	JV	.079
13	Freshman (2 positions)	.066
14		
15	Girls’ Basketball – Head	.110
16	Assistant	.079
17	JV	.079
18	Freshman (2 positions)	.066
19		
20	Track & Field – Head	.110
21	Assistant (4 positions)	.079
22		
23	Boys’ Baseball – Head	.110
24	Assistant (2 positions)	.079
25	JV	.079
26	Freshman (2 positions)	.066
27		
28	Boys’ Baseball – Head	.110
29	Assistant (2 positions)	.079
30	JV	.079
31	Sophomore	.079
32		
33	Girls’ Softball – Head	.110
34	Assistant (2 positions)	.079
35	JV	.079
36	Freshman	.066
37		
38	Girls’ Volleyball – Head	.110
39	Assistant	.079
40	JV	.079
41	Freshman	.066
42		
43	Water Polo – Head	.110
44	Assistant	.079
45	JV	.079
46		
47	Weight Room Supervisor	.110
48		
49	Boys’ Swimming – Head	.110

1	Assistant	.079
2		
3	Girls' Swimming – Head	.110
4	Assistant	.079
5		
6	Diving Coach	.066
7		
8	Tennis – Head	
9	(Girls' team in fall)	.110
10	*Assistant	.079
11		
12	Cross Country – Boys'	.110
13	Cross Country – Girls'	.110
14	Assistant	.079
15		
16	Golf	.110
17		
18	Badminton	.110
19	Assistant	.079
20		
21	Boys' Soccer – Head	.110
22	Assistant	.079
23	JV	.079
24		
25	Girls' Soccer – Head	.110
26	Assistant	.079
27	JV	.079
28		
29	Dance Competition Team/Head	.110
30	Assistant*	.079
31		
32	*will be granted for programs with an excess of 35 active participants	
33		

HOURLY RATES AND PERIOD SUBSTITUTION PER ARTICLE 15

Hourly Rate \$29.29 effective July 1, 2001

A. All positions mentioned in Appendix C are certificated bargaining unit positions. This has been established by past practice and by contractual agreement.

B. The District will make every effort to hire the most qualified certificated person to fill these positions.

C. For those positions in Appendix C that do not legally require certification (coaches), the District may hire a qualified non-certificated person if no qualified certificated person has applied.

D. All openings for vacant or newly-created Appendix C positions shall be advertised and posted at each school.

ROTC STAFF “STIPEND ADJUSTMENTS”

Whereas, members of the ROTC staff have, by long-standing past practice, received their cost-of-living salary adjustments on the basis of the Department of Defense adjustment which is usually established in January of each year, and

Whereas, the FTA has agreed that this practice is acceptable given the unique salary structure which must be used for compensation of ROTC staff members and the unique work year for these employees, and

Whereas, the “stipend” portion of salary received by ROTC members was established as an offset to net income losses which would otherwise be experienced by ROTC staff when they accept this position, and

Whereas, the “stipend” portion of salary has not been adjusted by annual cost-of-living adjustments through what appears to be an oversight or misunderstanding by all parties.

Now, therefore, it is agreed and understood by the parties as follows:

1. Effective July 1, 1998 the “stipend” portion of ROTC staff members’ salaries will be adjusted from \$6,000 to \$6,600 annually for Associate Instructors and from \$7,200 to \$7,920 annually for Instructors.

2. The “stipend” portion of salary shall be adjusted annually at the same rate as the Department of Defense cost-of-living adjustment which is applied to the salary pursuant to notification from the Department of Defense.

APPENDIX D-1
DEVELOPMENT CENTER SALARY SCHEDULE
(Permit Teachers)

The workday for Permit Teachers shall be the same as the workday for any other bargaining unit member as per Article 15, Workday, of the Master Contract between the Board of Education and the Fontana Teachers Association.

1999-2000
CHILD DEVELOPMENT TEACHER SALARY SCHEDULE
(182-DAYS, 7.5 HOURS)

	<u>PERMIT</u> <u>ONLY</u>	<u>48</u> <u>UNITS</u>	<u>72</u> <u>UNITS</u>	<u>96</u> <u>UNITS</u>	<u>BA WITH</u> <u>120 UNITS</u>
<u>STEP</u>					
1	22,562	23,750	25,000	26,250	27,562
2	23,351	24,581	25,875	27,168	28,526
3	24,168	25,441	26,780	28,118	29,524
4	25,013	26,331	27,717	29,102	30,557
5	25,888	27,252	28,687	30,120	31,626

Unit members shall receive one (1) year equivalent service credit for each year of experience as a Child Development Teacher (Permit Teacher) in the Fontana Unified School District, up to a maximum of nine (9) years. This service credit will be granted for all service rather than only Post-B.A. service.

When there is a 35% attrition of the workforce hired prior to this agreement, Step 6 & 7 will be added to the final column.

Current salary schedules for employees hired prior to May 17, 2000 are found in Appendix D-2.

Current salary schedules for employees hired after May 17, 2000 are found in Appendix D-2.

1 The above salary schedule is based on a work year of one hundred eighty-two (182) days
2 with one hundred eighty (180) days of pupil instruction. Each salary schedule derived on this
3 agreement shall identify a specific number of workdays and shall provide two (2) days annually of
4 fully paid teacher preparation or staff development time.

5 Summer school employment shall be voluntary and shall be compensated at the
6 certificated hourly rate.

7 CLASS AND STEP PLACEMENT ON TEACHERS SALARY SCHEDULE FOR CHILD
8 DEVELOPMENT BARGAINING UNIT MEMBERS SELECTED TO BECOME
9 CERTIFICATED TEACHERS

10 FUSD Child Development, Pre-school and Day Care teachers selected for employment
11 as a K-12 teacher will have the opportunity to move into K-12 vacancies. Bargaining unit
12 members selected for employment under this provision must meet minimum qualifications to be
13 fully credentialed. When there is a planned reduction in force in the Child Development
14 Department, bargaining unit members will need to meet only the minimum requirements of an
15 emergency credential to be eligible for consideration.

16 Placement on the salary schedule will not result in a cut in pay. Salary Placement will
17 ensure that annual compensation will not be less than the amount employees would have earned
18 had they remained in their current positions within the Child Development Department. When
19 initial placement results in a bargaining unit member being placed at a rate of pay higher than
20 what he/she would have earned in their current position, movement will not be allowed to a higher
21 class until units have been earned consistent with placement on the salary schedule as a fully
22 credentialed teacher. However, step movement will be allowed consistent with the current salary
23 schedule.

APPENDIX D-2

2000-2001
CHILD DEVELOPMENT TEACHER SALARY SCHEDULE
EMPLOYEES HIRED ON OR BEFORE MAY 17, 2000

(182-DAYS, 3.5 HOURS)

	60	90	120	
<u>STEP</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Bachelor's</u>
1	14,699	15,761	16,835	19,619
2	15,226	16,297	17,360	20,157
3	15,761	16,835	17,896	20,693
4	16,297	17,360	18,429	21,232
5	16,835	17,896	18,967	21,767

(182-DAYS, 7 HOURS)

	60	90	120	
<u>STEP</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Bachelor's</u>
1	29,397	31,522	33,670	39,237
2	30,452	32,595	34,719	40,314
3	31,522	33,670	35,791	41,386
4	32,595	34,719	36,859	42,463
5	33,670	35,791	37,933	43,534

(182-DAYS, 3.5 HOURS)

	Permit	48	72	96	Bachelor's with
<u>STEP</u>	<u>Only</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>120 Units</u>
1	11,475	12,079	12,715	13,351	14,018
2	11,876	12,502	13,160	13,817	14,508
3	12,292	12,939	13,620	14,301	15,016
4	12,721	13,392	14,097	14,801	15,541
5	13,167	13,860	14,590	15,319	16,085

(182-DAYS, 7 HOURS)

	Permit	48	72	96	Bachelor's with
<u>STEP</u>	<u>Only</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>120 Units</u>
1	22,953	24,161	25,432	26,705	28,039
2	23,755	25,006	26,323	27,638	29,019
3	24,586	25,881	27,243	28,605	30,035
4	25,445	26,787	28,197	29,605	31,085
5	26,336	27,724	29,183	30,641	32,173

2001-2002
CHILD DEVELOPMENT TEACHER SALARY SCHEDULE
EMPLOYEES HIRED ON OR BEFORE MAY 17, 2000

(182-DAYS, 3.5 HOURS)

	60	90	120	
<u>STEP</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Bachelor's</u>
1	15,204	16,303	17,414	20,294
2	15,750	16,858	17,957	20,851
3	16,303	17,414	18,511	21,405
4	16,858	17,957	19,063	21,962
5	17,414	18,511	19,619	22,516

(182-DAYS, 7 HOURS)

	60	90	120	
<u>STEP</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Bachelor's</u>
1	30,409	32,605	34,829	40,587
2	31,499	33,716	35,914	41,701
3	32,605	34,829	37,022	42,810
4	33,716	35,914	38,127	43,924
5	34,829	37,022	39,239	45,032

EMPLOYEES HIRED AFTER MAY 17, 2000

(182-DAYS, 3.5 HOURS)

	Permit	48	72	96	Bachelor's with
<u>STEP</u>	<u>Only</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>120 Units</u>
1	11,870	12,495	13,152	13,810	14,500
2	12,285	12,932	13,613	14,293	15,007
3	12,714	13,384	14,089	14,793	15,532
4	13,159	13,852	14,582	15,310	16,076
5	13,620	14,337	15,092	15,846	16,638

(182-DAYS, 7 HOURS)

	Permit	48	72	96	Bachelor's with
<u>STEP</u>	<u>Only</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>120 Units</u>
1	23,742	24,993	26,307	27,623	29,003
2	24,573	25,866	27,228	28,589	30,018
3	25,431	26,772	28,180	29,588	31,068
4	26,321	27,708	29,167	30,623	32,155
5	27,242	28,678	30,188	31,695	33,280

APPENDIX E
OBSERVATION FORM

DETAILED INFORMATION IN RELATION TO OBSERVATION FORM.

ACTIVITY (Method and Techniques)

The lesson, lecture, demonstration, discussion, panel, student reports.

EQUIPMENT USED (If Any)

A.V., other aids (commercial or homemade), sufficient quantity.

RESPONSE OF STUDENTS

Attentiveness, interaction (verbal), appearance of understanding lesson, demonstration of skill, students exhibit what instructor expects of them.

ORGANIZATION

Opening and ending procedures, grouping, necessary material readily available, optimum use of time, lesson plans, organized and in sufficient detail to enable teacher to maintain continuity.

APPEARANCE OF ROOM OR AREA (Within Control of Teacher)

Neatness, organized, light, heat, bulletin boards, pleasant atmosphere, is room shared.

FACTORS AFFECTING CLASS

Number of students, composition of class, interruptions, weather, activity that day or previous and subsequent to, Special Education students.

CLASSROOM OBSERVATION AND CONFERENCE FORM

PROBATIONARY 1 ☐ 2 ☐ ENROLLMENT EVALUATEE _____

PERMANENT ☐ # PRESENT SCHOOL _____

SUBJECT & GRADE: DATE

ABILITY LEVEL: LOW ☐ AVERAGE ☐ HIGH ☐ OTHER ☐

PERIOD LENGTH OF OBSERVATION

Areas for Comment: Activity, equipment and materials, student response, organization, appearance of room, factors affecting class.

OBSERVER'S COMMENTS:

Teacher Signature: _____

Observer: _____

Position: _____

TEACHER COMMENTS:

APPENDIX F

FONTANA UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

NAME: _____ DATE: _____ SCHOOL: _____

STATUS: Probationary 1 ☐ 2 ☐ Permanent ☐ Other ☐

PRESENT ASSIGNMENT _____ DATE OF EVALUATION CONFERENCE _____

	SATISFACTORY	IMPROVEMENT NEEDED	UNSATISFACTORY
I. PUPIL PROGRESS			
A. Determines student need through the use of appropriate, diagnostic techniques and tools.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Develops and uses appropriate evaluation systems and techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Develops and uses appropriate methods for recording student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Given extenuating circumstances, students show reasonable academic progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES			
A. Selects a teaching strategy appropriate to the lesson objective.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Demonstrates understanding and use of a variety of teaching strategies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Uses teaching strategies that develop higher level thinking skills, creative thinking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Demonstrates principles of learning (transfer, retention, active participation, practice, reinforcement, modeling, motivation) in presenting instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Uses a variety of equipment and materials to promote learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Organizes and makes maximum use of instructional time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. ADHERENCE TO CURRICULAR OBJECTIVES			
A. Demonstrates knowledge of the curriculum and subject matter for which the employee is responsible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Uses both long- and short-range methods for planning curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Lessons consistently reflect district core curriculum guidelines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. SUITABLE LEARNING ENVIRONMENT (WITHIN TEACHER'S CONTROL)			
A. Develops and implements acceptable standards assuring the health, safety, and welfare of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Shows respect toward pupils.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Communicates high expectations to all students and promotes an orderly learning environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. PROFESSIONAL DUTIES AND RESPONSIBILITIES			
A. Adheres to district and school regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Abides by contractual agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Takes responsibility for extra duty assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. IT IS RECOMMENDED THAT THIS EMPLOYEE BE:

☐ RE-EMPLOYED ☐ RELEASED

Page 2 must be completed for one or more needs improvement or unsatisfactory ratings above.

A COPY OF THIS EVALUATION WILL BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE 10 DAYS FROM THIS DATE OR SHORTLY THEREAFTER. THE EMPLOYEE HAS THE RIGHT TO RESPOND IN WRITING PURSUANT TO EC 44031. A COPY OF THE EMPLOYEE'S RESPONSE WILL BE ATTACHED AND PLACED IN HIS/HER PERSONNEL FILE.

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

Employee's Comments: Attach separate page.

My signature acknowledges that I have seen and discussed this evaluation, but does not necessarily imply agreement with conclusions of the evaluator.

Distribution: Personnel Services, Evaluator, Employee

APPENDIX F (continued)

FONTANA UNIFIED SCHOOL DISTRICT
PERSONNEL SERVICES

**CERTIFICATED PERSONNEL EVALUATION
(Part 2)**

EMPLOYEE NAME:

I. THIS EMPLOYEE'S SPECIFIC DEFICIENCIES ARE:

II. THIS EMPLOYEE HAS RECEIVED THE FOLLOWING ASSISTANCE:

III. THIS EMPLOYEE WILL RECEIVE THE FOLLOWING ADDITIONAL ASSISTANCE:

IV. THIS EMPLOYEE MUST MEET THE FOLLOWING EXPECTATIONS:

V. THIS EMPLOYEE WILL BE REEVALUATED BASED ON THE FOLLOWING METHOD:

VI. THIS EMPLOYEE MUST CORRECT DEFICIENCIES IN PERFORMANCE BY:

THIS EVALUATION WAS HELD ON:

Evaluator's Signature Date

Employee's Comments: Attach separate page.

Distribution: Personnel Services, Evaluator, Employee

Employee's Signature Date

My signature acknowledges that I have seen and discussed this evaluation, but does not necessarily imply agreement with conclusions of the evaluator.

APPENDIX G
GOALS AND OBJECTIVES

What teaching strategies and learning activities will you be using?

What means will you use to measure student growth throughout the year?

Are there any particular characteristics of your teaching situation or your students' that will substantially effect the achievement of students?

What alternate strategies will you use to meet the needs of low achieving students?

What strategies will you use for those who require additional challenges?

What strategies will you use to communicate academic expectations to your students?

APPENDIX G
GOALS AND OBJECTIVES (continued)

What strategies will you use to create a safe, orderly, and academically-focused environment?

What strategies will you use to manage classroom misbehavior?

Other goals and objectives unique to my school and/or teaching situation.

The attached statements have been reviewed and agreed upon as of this date but may be modified by mutual consent at any time during the school year.

Supervisor

Employee

Date

Date

APPENDIX H
AGREEMENT

California Teachers Association (hereinafter “CTA”), the Chapter and the District hereby agree as follows:

a. CTA agrees to defend and indemnify the District and the Chapter against legal action by any certificated employee of the District challenging the legality of Government Code 3540.1 (i) or 3546 or its implementation.

b. Upon commencement of such legal action, CTA shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or the Chapter because of such action shall or shall not be compromised, resisted, defended, tried or appealed. CTA’s decision thereon shall be final and binding upon all parties to this Agreement.

c. The Chapter and the District, immediately upon receipt of notice of such legal action against either or both of them, shall inform CTA of such action, provide CTA with all information, documents, and assistance necessary for CTA’s defense or settlement of such action and fully cooperate with CTA in providing all necessary witnesses, experts and assistance necessary for said defense.

d. CTA, upon its compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.

e. CTA, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the District, shall immediately pay to such employee all sums owing under such order and judgment.

APPENDIX I
LEADERSHIP TEAM'S POLICY

The District shall establish by policy a requirement that Leadership Teams at individual sites may be used at the discretion of the principal, however, shall be restricted as follows:

a. A Leadership Team may be appointed by the principal for purposes of advisory recommendations to the principal. Members of the team may be appointed by the principal. Under no circumstances shall an advisory position from such an appointed Leadership Team be presented publicly, or to members of the Bargaining Unit, administration, or the Governing Board as representative of the opinion of the certificated faculty of any individual site.

b. A Leadership Team may be established at an individual site using a process of election by peers for the selection of members of the Leadership Team at the discretion of the principal. When a Leadership Team is so established, the principal shall be authorized to share the advisory opinion of said Leadership Team publicly, with the Governing Board, or administration of the District as representative of the faculty at the individual site.

ASSISTANCE PLAN DOCUMENT

- I. Identify each Standard with an Overall Rating of Unsatisfactory or an Overall Rating of Needs Improvement. For each Key Element marked Unsatisfactory or Needs Improvement in the Standard, please identify specific observations or evidence of deficiency that supports the overall ratings for the standard. Please number each Standard and Key Element to match the evaluation document.
- II. For each Standard and Key Element noted above, please identify specific expectations for proficient professional performance. Please number each Standard and Key Element to match the evaluation document.
- III. Record assistance that has already been provided. This assistance should include specific assistance related to the areas of deficiency noted above.
- IV. List additional assistance to be provided which is specifically related to the areas of deficiency. Note by each strategy of assistance the Standard or Key Element(s) which are the focus of improvement for the strategy.
- V. Employee must correct deficiencies in performance:
 - ___ (Probationary teachers first evaluation) within a period of not less than 30 work days.
 - ___ Prior to the final evaluation of the following school year.
 - ___ Not applicable. Employee is not recommended for re-election.

The Evaluation Conference was held on _____.

_____ Evaluator's Signature	_____ Date	_____ Employee's Signature	_____ Date
Evaluator's Name (printed) _____		Employee's Name (printed) _____	

Employee's Comments: Attach separate page

My signature acknowledges that I have seen and discussed this evaluation, but does not necessarily imply agreement with conclusions of the evaluator.

cc: Personnel File
Evaluator
Employee

May 15, 2001

1

2

Insert new Non-Permanent Evaluation

ASSISTANCE PLAN DOCUMENT

- I. Identify each Standard with an Overall Rating of Unsatisfactory or an Overall Rating of Needs Improvement. For each Key Element marked Unsatisfactory or Needs Improvement in the Standard, please identify specific observations or evidence of deficiency that supports the overall ratings for the standard. Please number each Standard and Key Element to match the evaluation document.
- II. For each Standard and Key Element noted above, please identify specific expectations for proficient professional performance. Please number each Standard and Key Element to match the evaluation document.
- III. Record assistance that has already been provided. This assistance should include specific assistance related to the areas of deficiency noted above.
- IV. List additional assistance to be provided which is specifically related to the areas of deficiency. Note by each strategy of assistance the Standard or Key Element(s) which are the focus of improvement for the strategy.
- V. Employee must correct deficiencies in performance:
- ___ (Probationary teachers first evaluation) within a period of not less than 30 work days.
- ___ Prior to the final evaluation of the following school year.
- ___ Not applicable. Employee is not recommended for re-election.

The Evaluation Conference was held on _____.

_____ Evaluator's Signature	_____ Date	_____ Employee's Signature	_____ Date
Evaluator's Name (printed) _____		Employee's Name (printed) _____	

Employee's Comments: Attach separate page

My signature acknowledges that I have seen and discussed this evaluation, but does not necessarily imply agreement with conclusions of the evaluator.

cc: Personnel File
Evaluator
Employee

May 15, 2001